

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-790

Agenda No. 10.A

Approved: OCT 11 2017

TITLE:

**RESOLUTION REQUESTING THE APPROVAL OF THE
DIRECTOR OF THE DIVISION OF LOCAL
GOVERNMENT SERVICES TO ESTABLISH A
DEDICATED TRUST BY RIDER FOR THE DEPARTMENT
OF RECREATION TO ACCEPT DONATIONS TO
SUPPORT VARIOUS RECREATION PROGRAMS AND
EVENTS**



COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, the City of Jersey City, Department of Recreation expects to receive donations from various sources with the condition that the donations be used to help fund certain programs and events sponsored by the Department of Recreation; and,

WHEREAS, pursuant to N.J.S.A. 40A:5-29, the City can accept gifts to fund certain programs and events sponsored by the Department of Recreation; and,

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The City hereby requests the permission of the Director of the Division of Local Government Services to pay expenditures with donations made to the Department of Recreation for certain programs and events pursuant to N.J.S.A. 4A:4-39.
2. The Municipal Clerk of the City of Jersey City is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

APPROVED: _____

Donna M. ...
[Signature]

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

[Signature]

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | / | | | YUN | / | | | RIVERA | | | ABSENT |
| GADSDEN | / | | | OSBORNE | / | | | WATTERMANN | / | | |
| BOGGIANO | / | | | ROBINSON | / | | | LAVARRO, PRES | / | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]

Rolando R. Lavarro, Jr., President of Council

[Signature]
[Signature]

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REQUESTING THE APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR THE DEPARTMENT OF RECREATION TO ACCEPT DONATIONS TO SUPPORT VARIOUS RECREATION PROGRAMS AND EVENTS

Initiator

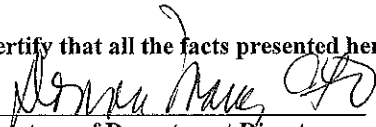
| | | |
|---------------------|----------------|-------------------------|
| Department/Division | Administration | Management & Budget |
| Name/Title | Donna Mauer | Chief Financial Officer |
| Phone/email | 201-547-5042 | DonnaM@icnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

If approved, this will allow the Department of Recreation to accept donations to support various programs and events sponsored by their Department.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-791
Agenda No. 10.B
Approved: OCT 11 2017
TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF THE BLANKET MORTGAGE FOR 63-65 FLEET STREET DEVELOPMENT, LLC (FSD) AND SUBSTITUTE AN INDIVIDUAL MORTGAGE AND NOTE FOR CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 63-65 FLEET STREET TO BE HELD IN ESCROW UNTIL CLOSING

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the properties located at 63-65 Fleet Street were acquired to allow 65 Fleet Street Development, LLC (FSD) to construct thirteen (13) single family affordable condominium units of which six (6) units will be subject to HOME restrictions; and

WHEREAS, FSD's obligations under the HOME Agreement are secured by the Blanket Mortgage, dated December 17, 2013, between the developer, FTD, and the City (the "Blanket Mortgage") that provides the City with a mortgage lien on the Property; and

WHEREAS, on December 23, 2013 the City's Blanket Mortgage was recorded with the Hudson County Register's Office in Book 18290, Page 467; and

WHEREAS, the Blanket Mortgage to the City is to secure FSD's obligation to construct and maintain the thirteen (13) units as low/moderate affordable income housing for a minimum period of twenty (20) years; and

WHEREAS, the City has agreed to release each unit from the Blanket Mortgage, provided that each individual property owner executes an Affordable Housing Agreement, Deed Restriction and/or New Construction Mortgage and Note, in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

WHEREAS, FSD has advised that the last affordable unit has sold in February of 2017 and requests a discharge from the City's blanket mortgage; and

WHEREAS, the individual HOME documents, Mortgage and Note shall maintain the affordability controls on each of the units.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is hereby authorized to execute a Mortgage Discharge for Fleet Street Development, LLC, from the City's Blanket Mortgage dated December 17, 2013 in the amount of \$1,008,000.

OCT 11 2017

TITLE:

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF THE BLANKET MORTGAGE FOR 63-65 FLEET STREET DEVELOPMENT, LLC (FSD) AND SUBSTITUTE AN INDIVIDUAL MORTGAGE AND NOTE FOR CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 63-65 FLEET STREET TO BE HELD IN ESCROW UNTIL CLOSING

2. Subject to such modifications as deemed necessary or appropriate by the Business Administrator or Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution.

JML/he
09/25/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | | ABSENT |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE
OF THE BLANKET MORTGAGE FOR 63-65 FLEET STREET DEVELOPMENT, LLC
(FSD) AND SUBSTITUTE AN INDIVIDUAL MORTGAGE AND NOTE FOR CERTAIN
AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 63-65
FLEET STREET TO BE HELD IN ESCROW UNTIL CLOSING**

Initiator

| | | |
|---------------------|-----------------|-----------------------|
| Department/Division | HEDC | Community Development |
| Name/Title | Rodney Hairston | Real Estate Officer |
| Phone/email | 201-547-4793 | Rhairston@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of Blanket Mortgage on 63-65 Fleet Street. Secure individual units with a Mortgage and Note.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-792

Agenda No. 10.C

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 80 PEARSALL AVENUE, A/K/A BLOCK 29403, LOT 32, F/K/A BLOCK 1422, LOT 21.DUP

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on August 27, 2007, Michael Szymanski (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$24,900.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS, on September 10, 2007, the City's mortgage was recorded in Book 16247 at Page 00269 of the Register of Deeds for Hudson County; and

WHEREAS, the City's mortgage self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the City's mortgage affects property known as 80 Pearsall Avenue, Jersey City, also known as Block 29403, Lot 32, f/k/a Block 1422, Lot 21.dup; and

WHEREAS, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$24,900.00 affecting 80 Pearsall Avenue, Jersey City, also known as Block 29403, Lot 32, f/k/a Block 1422, Lot 21.dup.

JML/he
09/25/17

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ABSENT | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 80 Pearsall Avenue, Jersey City, NJ 07305

Initiator

| | | |
|----------------------|--------------|-------------------------------|
| Department/Division: | HEDC | Community Development |
| Name/Title: | Bill Lenahan | Program Monitor/Grant Analyst |
| Phone/Email: | 201-547-4728 | BLenahan@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 80 Pearsall Avenue, Jersey City, NJ 07305

Block: 1422 Lot: 21.dup

HORP/SHRP Mortgage Amount: \$24,900.00

Execution Date of HOPR/SHRP Mortgage: August 27, 2007

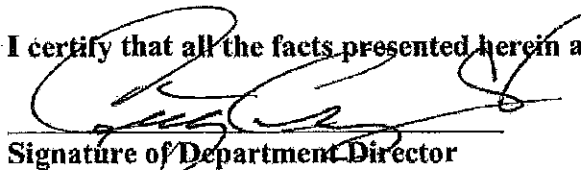
Recording Date of HOPR/SHRP Mortgage: September 10, 2007 Book: 16247 Page: 00269

Basis for Discharge of Mortgage:

X Maturity of HOPR/SHRP Mortgage: August 27, 2017
Maturity Date

 Satisfaction of HOPR/SHRP Mortgage:
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/25/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.17-793

Agenda No. 10-D

Approved: OCT 11 2017

TITLE:

**RESOLUTION AUTHORIZING THE EXTENSION OF TIME
TO COMPLETE THE CONDITIONS OF SALE AFFECTING
BLOCK 27003 LOT 16 LOCATION 12 PARNELL PLACE.**



**COUNCIL
following resolution:**

offered and moved adoption of the

WHEREAS, on June 29, 2016, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the conveyance of 12 Parnell Place to Property Investors Association; and

WHEREAS, on September 22, 2016 a Deed was released to transferring the property to Property Investors Association; and

WHEREAS, the Deed required Property Investors Association to rehabilitate the and obtain a Certificate of Occupancy no later than September 22, 2017; and

WHEREAS, attached is a letter from Frank Lorenzo a partner of Property Investors Association, requesting a six (6) month extension of time to obtain a Certificate of Occupancy from September 22, 2017 to March 22, 2017; and

WHEREAS, an inspection was conducted on September 7, 2017 indicating that the owner has started working on the property

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that an extension of time to obtain a Certificate of Occupancy for Block 27003 Lot 16 Location 12 Parnell Place from September 22, 2017 to March 22, 2017 is hereby approved.

APPROVED: Ann Kim Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | | ABSENT |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO COMPLETE
THE CONDITIONS OF SALE AFFECTING BLOCK 27003 LOT 16
LOCATION 12 PARNELL PLACE**

Initiator

| | | |
|----------------------------|-------------------------|----------------------------|
| Department/Division | Administration | Real Estate |
| Name /Title | Ann Marie Miller | Real Estate Manager |
| Phone/E-Mail | (201) 547-5234 | annmarie@jcnj.org |

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

ON SEPTEMBER 9, 2016, THE CITY RELEASED A DEED TRANSFERRING 12 PARNELL PLACE TO PROPERTY INVESTORS ASSOCIATION. FRANK LORENZO A PARTNER OF PROPERTY INVESTORS ASSOCIATION IS REQUESTING A SIX (6) MONTH EXTENSION TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM SEPTEMBER 22, 2017 TO MARCH 22, 2017. AN INSPECTION WAS CONDUCTED ON SEPTEMBER 7, 2017 INDICATING THAT THE OWNER HAS STARTED WORK ON THE PROPERTY.

I certify that all the facts presented herein are accurate.



Signature of Department Director

10/4/17

Date

To: Annemarie Miller Jersey City
Division of Real Estate

From: Frank Lorenzo
137 Greenville Ave.
Jersey City NJ

Subject: 12 Parnell Place

Date: 9-1-17

Dear Annemarie:

In reference to 12 Parnell Place I have not been able to complete fixing the property because I have been sick and underwent 2 surgeries and treatment for liver problems. I have been paying the taxes, water, utilities, spending money on supplies and I have been able to do a lot of the repairs. I am now asking for a six month extension so that I could finish the repairs and provide you with a certificate of occupancy. Thank you for this anticipated extension.

Frank Lorenzo

Non Compliance
35%

CITY OF JERSEY CITY
REAL ESTATE DIVISION

DATE Sept. 7 2017

BLOCK _____ LOT(S) _____

ADDRESS 12 Farnell Place (One Family)

DESCRIPTION BLDG. DIMENSIONS _____

OCCUPIED _____ (VACANT BLDG.)

TENANTS NAMES _____ OF ROOMS _____ MONTHLY RENT _____

Meet Frank Lorenzo: they for Access
Complete Inspection.

COMMENT: Work in Progress.

upon inspection of the above property I
met with the Owner of the Bldg. (Frank
Lorenzo) and his helper. Both of them
were removing old Garbage Bags and
old Construction Materials. Two 30 yard -
Container were removed. 3rd floor
some Plumbing & Electrical is Done
Insulation and Sheetrock in Progress.
2nd FL. - Insulation installed some walls.
1st FL. No work Done, Except
Clearing up. (Removing Garbage Bags)

DESCRIPTION GOOD

POOR

SHOULD BE DEMOLISHED _____

INSPECTED BY: C. V. V. V.

9/7/2017

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-794

Agenda No. 10-E

Approved: OCT 11 2017

TITLE:



A RESOLUTION CELEBRATING THE 135TH ANNIVERSARY OF BETHESDA BAPTIST CHURCH

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 1882, Reverend J.D. Brockett arrived in Jersey City from Charleston, South Carolina, where he met and befriended a porter by the name of Mr. Farrell, who hosted religious services at his home nightly; and,

WHEREAS, the Farrells' dedication to worship inspired Rev. Brockett to establish a mission, and he was ultimately able to rent a Church on Barrow Street, where **Bethesda Baptist Church** received its name; and,

WHEREAS, in 1946 **Bethesda Baptist Church** called their most beloved Pastor, Reverend John W. Wright, who in 1964 became the first Black minister to give the invocation before the United States Congress in Washington, D.C.; and,

WHEREAS, in 1964 **Bethesda Baptist Church** purchased a building and parking lot on Mercer Street, a former Ukrainian Church that had been converted into a neighborhood bar: it was renovated and rededicated, and Bethesda members marched into the edifice on September 27, 1965, with the cornerstone officially set on October 31, 1965; and,

WHEREAS, in November 2004, Reverend Vincent L. Thomas was officially installed as Pastor at **Bethesda Baptist Church**, where he formed a Seniors' Ministry and reorganized the Youth Ministry, and the Church regularly participates in community worship services and outreach, with Christmas toy give-a-ways, feeding the homeless, and an annual picnic in the park; and,

WHEREAS, **Bethesda Baptist Church** has also embraced the re-entry program led by Reverend Gloria Walton, with many of the re-entry participants joining the Church as active members; and,

WHEREAS, on November 13, 2007 a fire erupted in the basement of **Bethesda Baptist Church**, causing extensive damage. The building was sold in 2015, and Bethesda's worship services are now held at Zion Baptist Church on Bramhall Avenue in Jersey City and,

WHEREAS, by the grace of God, **Bethesda Baptist Church** will celebrate its 135th Anniversary in October 2017;

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that **Bethesda Baptist Church** is hereby recognized and congratulated on the occasion of their 135th Anniversary.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

80

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | | ABSENT |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTMAN | | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-795
Agenda No. 10.F
Approved: OCT 11 2017
TITLE:



A RESOLUTION RECOGNIZING AND CONGRATULATING OUR LADY OF VICTORIES CHURCH ON THE OCCASION OF THEIR 100TH ANNIVERSARY

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 1917, the congregation of one of Jersey City's Catholic churches, St. Aloysius, grew too big that, and it was determined that the formation of another parish within Jersey City was necessary to accommodate the growing number of Catholic Europeans arriving from overseas and settling in Jersey City; and,

WHEREAS, with the permission of the Diocese of Newark, the Reverend James J. Hall, the Pastor of St. Aloysius Parish, established a mission in 1917 that later became **Our Lady of Victories Church**; and,

WHEREAS, on Sunday, April 22, 1917, the priests and people of the Southwest Greenville section of Jersey City held their first **Our Lady of Victories Church** Mass at 349 West Side Avenue at the old Wicken's Sash, Door, and Blind company; and,

WHEREAS, on Sunday, April 23, 1967, the priests and people of **Our Lady of Victories Church** celebrated a Pontifical Mass of Thanksgiving to commemorate 50 years of service to God and men; and,

WHEREAS, more than one million men, women, children, nuns, and priests have labored in the vineyard of **Our Lady of Victories Church** during the past 50 years, and the Parish has served millions of immigrants from all over the world; and,

WHEREAS, today, the congregation of **Our Lady of Victories Church** is made up largely of Filipino immigrants; and,

WHEREAS, to celebrate 100 years in Jersey City, **Our Lady of Victories Church** is hosting a gala celebration where more than 400 guests are expected to attend, along with local dignitaries and clergy.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey does hereby join with local faith leaders in commemorating the 100th Anniversary of **Our Lady of Victories Church**.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | | ABSENT |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-796

Agenda No. 10.6

Approved: _____

TITLE: _____

WITHDRAWN



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, HUTTON STREET FROM CAMBRIDGE AVENUE TO CENTRAL AVENUE BEGINNING 10:00 A.M. AND ENDING 7:00 P.M. SATURDAY, OCTOBER 14, 2017 FOR THE PURPOSE OF THE MO KINBERG COMMUNITY BBQ

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Mo Kinberg on behalf of Nick Caballero to close Hutton Street from Cambridge Avenue to Central Avenue beginning 10:00 a.m. and ending 7:00 p.m. Saturday, October 7, 2017 for the purpose of the Mo Kinberg Community BBQ; and

WHEREAS, in accordance with the provisions of Sections 296-71 and 296-7 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

WHEREAS, the request to close Hutton Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-72 (B)(2) and 296-73(D) as the event as the event is sponsored by a non-resident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-72 and 296-73 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Hutton Street from Cambridge Avenue to Central Avenue beginning 10:00 a.m. and ending 7:00 p.m. Saturday, October 14, 2017

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
AV:pc1
(09.19.17)
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | | | | | | | | RIVERA | | | |
| GADSDEN | | | | | | | | WATTERMANN | | | |
| BOGGIANO | | | | | | | | LAVARRO, PRES | | | |

✓ Indicates Vote

WITHDRAWN

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, HUTTON STREET FROM CAMBRIDGE AVENUE TO CENTRAL AVENUE BEGINNING 10:00 A.M. AND ENDING 7:00 P.M. SATURDAY, OCTOBER 14, 2017 FOR THE PURPOSE OF THE MO KINBERG COMMUNITY BBQ

Initiator

| | | |
|---------------------|---|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E. at the request of Mo Kinberg on behalf of Nick Caballero, 662 Palisade Avenue, JCNJ 201.320.5780 | Director of Traffic & Transportation |
| Phone/email | 201.547.4419 | AVischio@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)


Resolution Purpose

AUTHORIZING THE CLOSING OF HUTTON STREET FROM CAMBRIDGE AVENUE TO CENTRAL AVENUE BEGINNING 10:00 A.M. AND ENDING 7:00 P.M. SATURDAY, OCTOBER 14, 2017

FOR THE PURPOSE OF THE MO KINBERG COMMUNITY BBQ

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

9/19/17
Date
10/4/17
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Hutton St, Cambridge Ave to Central Ave

PURPOSE OF EVENT: Mo Kinberg Community BBQ

BEGINS/ENDS: 10AM/7PM
Saturday, October 14, 2017

APPLICANT: Mo Kinberg

ORGANIZATION: Nick Caballero

ADDRESS: 662 Palisade Ave, Jersey City NJ

PHONE #: 201.320.5780

BEING WAIVED: Nonresident

43

GRIFFITH ST.

45

GRIFFITH

32

ZABRISKIE ST.

753

754

CENTRAL AV.

HUTTON

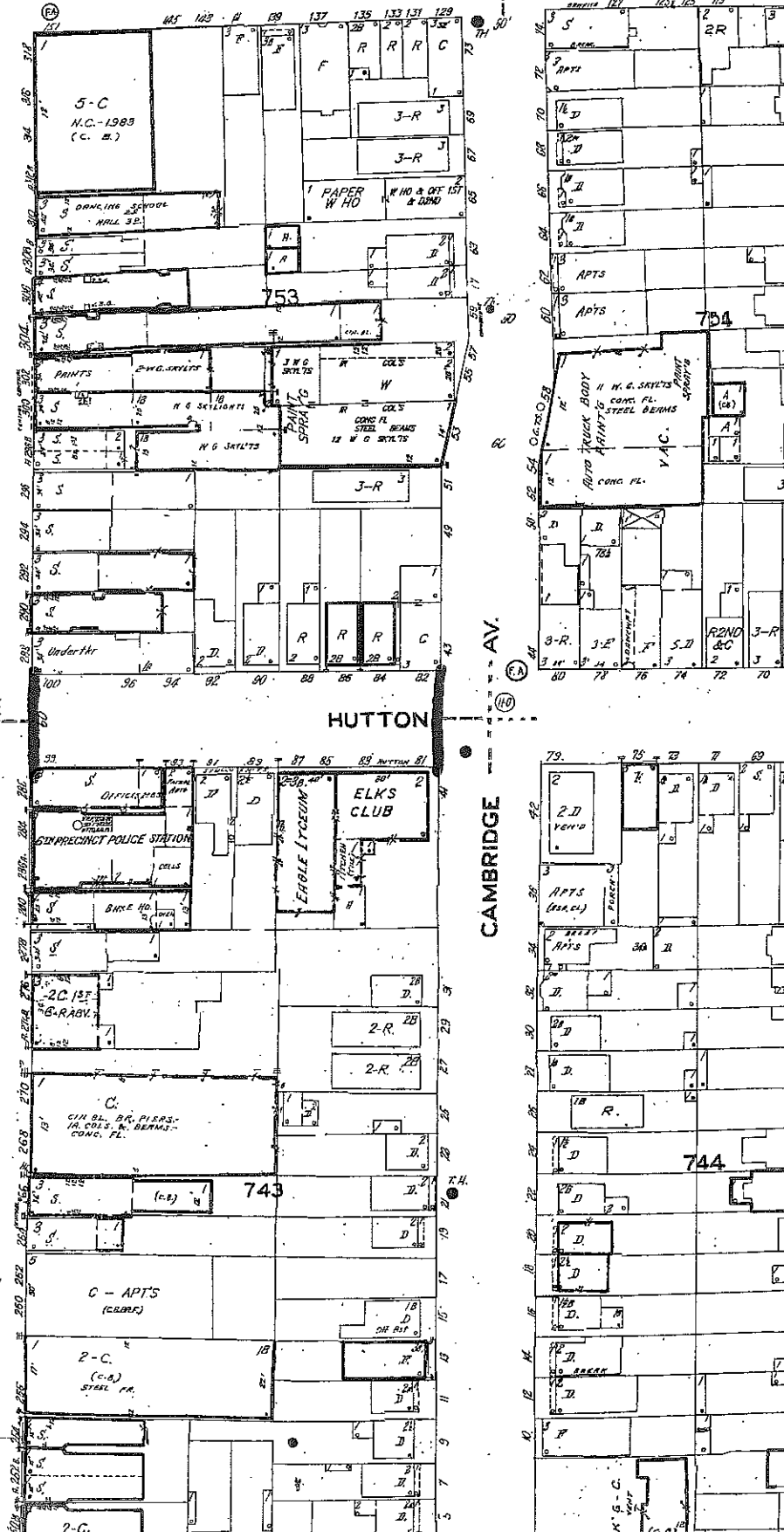
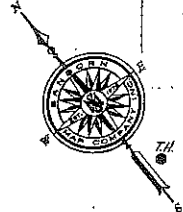
CAMBRIDGE AV.

31

SHERMAN PL.

743

744



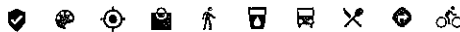


Steven M. Fulop
Mayor

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY

SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Christine Goodman
Director

MO KINBERG COMMUNITY BBQ - HUTTON STREET

OCT 14 2017

EVENT NAME: HUTTON STREET **EVENT DATE:**

EVENT LOCATION: HUTTON STREET

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer:

DocuSigned by:

Cultural Affairs Event Planner

C2E38AE6294247B...

8/24/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☒ Approved ☒ Coordinate On-Duty Personnel Signature of District Commander: H. K. Freund
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: 8/25/2017

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved ☒ Coordinate On-Duty Personnel Signature of Police Chief: Deputy Chief Joseph Commey
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: 8/30/2017

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame ☐ Additional Permits Required Signature of Fire Official: Dennis Miller
☐ NOT Approved ☐ Fire Inspector Required Comments: _____ Date: 9/14/2017

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Director: Bill O'Donnell
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: 9/15/2017

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged ☒ Pending Council Approval Signature of Traffic Engineer: Monte Zucker
☐ Not Applicable ☐ Need Completed Signature Page Comments: _____ Date: 9/18/2017

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold ☐ Vendor List Required Signature of Health Officer: _____
☐ Food will be Sold ☐ Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved Signature of Stage Coordinator: _____
☐ Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

☐ Approved ☐ Requiring additional form Signature of Director's Office: _____
☐ NOT Approved ☐ Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved ☐ Waiver request is Approved Signature of Risk Manager: _____
☐ COI is NOT Approved ☐ Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

☐ Approved Date: _____ Signature of Division of Commerce Director: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-797

Agenda No. 10.H

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

COUNCIL THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, the State of New Jersey, Department of Military and Veterans Affairs ("DMVA") is the owner of the National Guard Armory located at 678 Montgomery Street, Jersey City, New Jersey ("Armory"); and

WHEREAS, the City of Jersey City ("City") desires to use the Armory to provide structured recreational programs and activities for the benefit of the children and adults of Jersey City; and

WHEREAS, the DMVA agrees to permit the City to use the Armory for the period effective as of November 27, 2017 through March 8, 2018 provided the City pays a total user fee of \$97,521; and

WHEREAS, for the period of November 27, 2017 through December 31, 2017 the user fee will be the approximately \$27,000 which is available in account 17-10-201-28-370-304; and

WHEREAS, for the period of January 1, 2018 through March 8, 2018 the user fee will be approximately \$70,521 and will be subject to the availability and appropriation of funds in the fiscal year 2018 temporary and permanent budgets in account number 18-01-201-28-370-304; and

WHEREAS, the Armory will enable the Department of Recreation to accommodate approximately 500 children per night for various recreational programs; and

WHEREAS, the City desires to execute a memorandum of understanding with DMVA authorizing the City to use the Armory; and

WHEREAS, the City is authorized to execute a memorandum of understanding with another public body pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Laws;

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-797

pg 2

Agenda No. 10-H

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

1. The Mayor or Business Administrator is authorized to execute the memorandum of understanding and other documents attached hereto, with the State of New Jersey Department of Military and Veterans Affairs;
2. The term of the Use Agreement shall be effective as of November 27, 2017 through March 8, 2018 and the City shall pay the State of New Jersey Department of Military and Veterans Affairs the total user fee of \$97,521; and
3. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the Use Agreement after the expenditure of funds encumbered in the fiscal year 2017 budget shall be subject to the availability and appropriation of sufficient funds in the fiscal year 2018 temporary and permanent budgets.

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$27,000.00 are available in account number 17-01-201-28-370-304. P.O # 126652

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | / | | | YUN | / | | | RIVERA | | | ABSENT |
| GADSDEN | / | | | OSBORNE | / | | | WATTERMANN | / | | |
| BOGGIANO | / | | | ROBINSON | / | | | LAVARRO, PRES | / | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution Fact Sheet:

This summary sheet is to be attached to the front of any resolution that is submitted for the Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORADUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

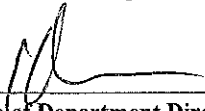
Project Manager

| | | |
|---------------------|--------------------------|----------------------|
| Department/Division | Department of Recreation | |
| Name/Title | Kevin Williamson | Director |
| Phone/email | 201-547-4537 | kwilliamson@jcnj.org |

Resolution Purpose

To provide structured recreational programs and activities for the benefit of the children and adults of Jersey City. These activities comprise of such programs as football programs, boxing programs, tennis programs, and various indoor recreational activities for youth and seniors.

I certify that all facts presented herein are accurate



Signature of Department Director

State of New Jersey
Department of Military & Veterans Affairs-RPB
P.O. Box 340
Trenton, NJ 08625-0340

ID-RPB

Tuesday, September 26, 2017

SUBJECT: Use of Jersey City Armory

TO: City of Jersey City/Department of Recreation

1. Attached is use agreement number 18180 in triplicate, covering the following:

Date(s): 11/27/2017 - 3/8/2018

Purpose: Meeting

Application Fee _____ \$ 75.00

Armorer Fee _____ \$17,766.00

Use Fee _____ \$79,680.00

Total Fees _____ \$97,521.00

2. **The User** assumes full and complete responsibility for the safety of the public during any occupancy, and **must obtain** (if applicable) **an insurance policy** to support their use. The proof/certificate of insurance must cover all injuries and property damage that may be sustained by any person occupying the premises as a result of said use agreement.

3. Insurance policies/certificates **must include the following statement, "THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND ITS EMPLOYEES ARE NAMED AS ADDITIONAL INSURED."** Coverage amounts required are as shown on your use agreement and must be provided in advance of use.

4. **Payment is required in advance of use** and must be remitted by CERTIFIED CHECK, BANK CHECK, CASHIER CHECK, or MONEY ORDER made payable to "TREASURER, STATE OF NEW JERSEY, DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS." **No personal checks please and DO NOT SEND CASH.**

5. Please sign and return all three (3) copies of the attached agreement along with payment and proof of insurance. **Please ensure all three original signature agreements are returned.** A fully endorsed copy of the agreement will be returned to you. Documentation **must be received** by this office at least ten (10) days prior to your use.

6. **No use of the facility will be allowed without endorsed agreements, payment and proof of insurance.** Other documentation (floor plans, permits and licenses) may be required to support use. Failure to produce the documentation may result in access to the facility being denied.

7. If you have any questions or concerns regarding your use agreement or the requirements to secure use please call us at (609) 530-6906 or (609) 530-6856.

FOR THE ADJUTANT GENERAL:

Office of Real Property
Rental and Leasing Section

3 Enclosures
CF: Chief Armorer

State of New Jersey
Department of Military & Veterans Affairs-RPB
P.O. Box 340
Trenton, NJ 08625-0340

Date of Use Agreement: Tuesday September 26, 2017

Use Agreement Number: 18180

This Use Agreement, made and entered into on the above date between the Department of Military and Veterans Affairs, State of New Jersey, (hereinafter Department), and

City of Jersey City/Department of Recreation
Caven Point Complex-1 Chapel Avenue
Jersey City, NJ 07305

Robert J. Kakoleski, Business Administrator
Kevin Williamson, Director Dept of Recreation
(201) 547-4537

hereinafter referred to as the User.

WITNESSETH that the parties hereto for the considerations hereinafter mentioned and agree as follows:

1. The Department hereby leases to the User, space at the following premises for the term and purpose stated:

National Guard Armory: 678 Montgomery Street
Jersey City, NJ 07306-3395

Dates: Monday, November 27, 2017 - Thursday, March 08, 2018 (See Anticipated Use Schedule dated 26 Sep 2017)

Time: Various - (See Anticipated Use Schedule dated 26 Sep 2017)

Purpose: Recreation Activities and 7 Special Events

Space Used: Drill floor

Seating Areas Drill Floor Level

Restrooms: All on the drill floor level and on the Summit Avenue side of the building

Locker rooms during special events only

Control room during special events only

Seating Areas - second level during special events only

Restrooms on the second level - Jordan Avenue side of the building during special events only

2. The User shall pay the Department, in advance, by Bank, Cashier, Certified Check or Money Order to the Treasurer, State of New Jersey as indicated below:

Application Fee: \$75.00

Total Fees: \$97,521.00

Balance Due: \$97,521.00

Use Fee: \$79,680.00

Estimated Armorer Fee: \$17,766.00

The Armorer Fee is for custodial services that include those services required before, during and the after the use. Fee is based upon overtime or premium rates for personnel engaged to perform these services. Additional Fees may be assessed if estimated Armorer fee is not sufficient to cover the required custodial services.

User will be responsible for the payment of any and all fees related to the use of additional space and Armorer fees worked not listed on the original contract.

3. Person of contact for the Department will be: Charles Parsons
Telephone (201) 433-0619 Cell: (201) 206-6366

Any problems or inquiries should be directed to this person.

4. The User shall obtain liability insurance coverage for the period of the use in the following minimum amounts. Insurance policy shall name the New Jersey Department of Military and Veterans' Affairs and its employees as an additional insured.

Insurance: \$1,000,000 Bodily Injury
\$1,000,000 Property Damage

NOTE: Memorandum of Understanding is incorporated into this Use Agreement.

5. The User shall conform and comply with all the conditions set forth in this Use Agreement.
6. Additional paragraphs:
 - a. Thermostats are kept at a daytime setting of 65 degrees and 50 degrees at the close of normal working hours (1630 hours) during the 15 November-1 April heating season.
 - b. User shall be responsible for control of traffic and parking vehicles. Notwithstanding the provisions of this lease, access to the building shall always be available to NJNG and Department personnel to conduct normal New Jersey National Guard business.
 - c. User shall assume all responsibility for damage or loss of Federal or State property caused directly or indirectly by User.
 - d. Cooking on armory premises is prohibited. Servicing of catered meals will be permitted.
 - e. User will provide uniformed security guards for inside and outside armory.
 - f. User will provide attendants in ladies' and men's restrooms.
 - g. Military personnel in uniform are not permitted to attend lease events, except unit sponsored functions, or in the event where a booth is set up by the National Guard for recruitment purposes.
 - h. NO SMOKING WILL BE ALLOWED AT THIS FACILITY.
 - i. The use, sales and/or distribution of alcoholic beverages is prohibited.
7. User shall be solely responsible for obtaining any and all DEPARTMENT OF COMMUNITY AFFAIRS (DCA) local or other permits required. Local permits are not required for functions sponsored by the National Guard or agencies of the State of New Jersey. User is obligated to determine whether State permits are required for all functions not sponsored by the National Guard or the State of New Jersey. User shall produce copies of all permits upon demand of Lessor.
8. User shall be solely responsible for the collection of any and/or all state and federal sales taxes associated with its use of this facility. User shall insure it meets or exceeds all state and/or federal laws.
9. USER MUST OBTAIN APPROPRIATE STATE FIRE PERMITS.
10. By signing the lease agreement, the lessee agrees that he/she shall not perform any renovations, remodeling, or construction in any area of a NJDMAVA facility without first thoroughly reading the O&M Plan for that facility and coordinating such activities through the NJDMAVA Asbestos Program Manager (APM). In addition, the lessee shall not disturb any area of a NJDMAVA facility where Asbestos Containing Material or Presumed Asbestos Containing Material has been identified without first coordinating such activities through the NJDMAVA APM. The Asbestos Management Plan and Statewide Building Survey Report is available at <http://www.nj.gov/military/installations/index.html> for the Lessee review.
11. INDEMNIFICATION
 - a. User shall assume all risk and responsibility for, and agrees to indemnify defend and save harmless the State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the employees of the State of New Jersey and the New Jersey Department of Military and Veterans Affairs, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs, and expenses in connection therewith on account of any loss of life or property, or injury or damages to the person, body or property of a person, persons or entity, which shall arise from or result directly or indirectly from User's use of the leased premises. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this lease. Furthermore, the provision of this indemnification clause shall in no way limit the obligations assumed by User under this use agreement, nor shall they be construed to relieve User from any liability nor preclude the State of New Jersey or the New Jersey Department of Military and Veterans Affairs from taking any other actions available to it under any other provisions of this lease or at law.
 - b. The State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the agents and employees of the State of New Jersey and the Department of Military and Veteran's Affairs, shall under no circumstances be liable to User or any person, partnership, corporation or other entity or instrumentality for injuries, expenses, delays, damages or interference with the other contractual obligations of User or User's employees, agents, independent contractors, or other affiliate which may result from suspension or termination of this lease by the New Jersey Department of Military and Veterans Affairs in accordance with the terms of this lease.

- c. Lessor assumes no responsibility whatsoever for any property brought to the lands by the User, or any other person, independent contractor, partnership, corporation or entity or instrumentality. The Department shall under no circumstances be liable to User or any persons, partnership or other entity for any loss, damage or destruction of property, sustained in connection with the activities conducted by User under this lease.
- d. User hereby agrees to defend, indemnify and save harmless the Department, its officers, agents, and employees, and each and every one of them, from and against all suits, costs (including attorney fees and costs and court costs), claims, expenses, liabilities, and judgments of every kind and description, actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, employees and contractors of the User, and from and against all damages and expenses to which the Department may be subjected by reason of the use of the premises for which this Agreement is made, including without limitation, any claims, suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, land, air, water, wildlife and vegetation, including, without limitation, the disturbance of or placement of fill in wetlands, discharges of toxic substances, or any occurrences which constitute violations of Department of Environmental Protection or Environmental Protection Agency Laws or Regulations caused by, resulting from, arising out of or occurring in connection with the use of the leased premises as described in this lease, or any use of which User may notify the Department under the provision of this use agreement, or of any other use User may make of the leased premises, or incidental or appertaining thereto, or in connection with the creation of wetlands by the User. Notwithstanding the above, the obligations assumed by the User herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Department. User further acknowledges the possibility of criminal sanctions for such illegal activity. The obligation of the User under this paragraph shall survive the expiration of the Agreement.
12. THIS USE AGREEMENT IS ISSUED ON A "NO REFUND" BASIS. CANCELLATION OF THE LEASE BY THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS WILL NOT AFFECT THIS POLICY.
13. THE ADJUTANT GENERAL OR HIS AUTHORIZED REPRESENTATIVE MAY CANCEL USE AGREEMENT WITHOUT CAUSE, IMMEDIATELY.

In Witness hereof, we have hereunto set out hands and seals the day and year first above written.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS.

BY _____
Robert J. Kakoleski,
Business Administrator
Municipal City Council

BY _____
JILL ANN PRIAR
Chief
Office of Real Property

MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between the Department of Military and Veterans Affairs (hereinafter referred to as "DMAVA") and the Jersey City Department of Recreation (hereinafter referred to as "JCDR") and supplements the Use Agreement between the parties for use of the Jersey City Armory covering the term of 28 Nov 2016 through 17 Mar 2017.

WHEREAS, DMAVA is the state agency responsible for managing the Jersey City Armory (hereinafter referred to as the "Armory") located at 678 Montgomery Street, Jersey City, New Jersey; and

WHEREAS, JCDR wishes to use and occupy certain space in the Armory for the purpose of operating recreational sports programs for the youth of Jersey City; and

WHEREAS, DMAVA is willing to permit the JCDR to utilize designated space, within the Armory under certain provisions, covenants, terms and conditions; and

WHEREAS, DMAVA has the authority to obligate the Armory to the terms of this MOU pursuant to title: 38A: 12-5. Nonmilitary use; and

WHEREAS, JCDR and DMAVA wish to delineate in writing, the provisions, covenants, terms and conditions by which DMAVA will agree to permit the agency of JCDR use of the Armory.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

AGENCY RESPONSIBILITIES:

DMAVA agrees to:

1. Support JCDR use on a Non-interrupt basis to the military mission and other scheduled uses.
2. Permit the JCDR use of the following areas to support structured youth sports programs for the youth of Jersey City between the ages of 8 and 18:
 - a. The drill floor
 - b. Seating Areas Drill Floor Level
 - c. Restrooms between seating levels on the Summit Avenue side of the building
 - d. Locker rooms during special events only
 - e. Control room during special events only
 - f. Seating Areas second level during special events only
 - g. Restrooms on the second level, on the Jordan Avenue side of the building during special events only
3. Generate a Use agreement to correspond with this MOU.
4. Allow JCDR use of the facility on a non-interrupt basis to the military in accordance with the schedule provided. No use shall be granted which conflicts with the military, DMAVA or other revenue generating users of the Armory.
5. Review requests for use received from JCDR within 10 business days of receipt and provide written responses with regard to DMAVA's ability to accommodate and estimated costs to support the requested use.
6. Provide a DMAVA representative to keep the Armory open for authorized JCDR use to the greatest extent DMAVA manning resources will allow.
7. Schedule DMAVA representative to support JCDR use at overtime when necessary, to the greatest extent DMAVA manning resources will allow.
8. Provide performance standards associated with services to be provided by JCDR during and after their use.
9. Provide inspection check list to be completed at beginning of each use and again at the conclusion of each use. (copy attached)

JCDR agrees to:

1. Enter into a Use Agreement and provide payment for use and any applicable Armorer's fees associated with use.
2. Provide a certificate of liability insurance naming the New Jersey Department of Military and Veterans Affairs and Its' Employees as additional insured.
3. Not sublet the Armory. Events and use not directly run or funded by JCDR, will require that Department, organization or entity to seek a separate use agreement from DMAVA and provide required payment and insurance in advance of use.
4. Identify all areas of use not specifically listed on Use Agreement to DMAVA POC listed in this MOU for inclusion in the Use Agreement. If additional areas of use are granted, JCDR shall ensure keys to each area are provided to the Chief Armorer for the Jersey City Armory.
5. Provide a calendar of requested dates of use from the start date of the use agreement to the end date of the use agreement, prior to the commencement of start of Use Agreement. Calendar shall identify all JCDR special events. Special events shall be directly related to structured youth sports programs associated with the youth of Jersey City and shall be run and funded by JCDR.
6. Submit requests for additional and/or changed use in the form of a letter at least three weeks in advance of requested change or additional use. These requests shall be consolidated to the greatest extent possible to minimize administrative effort required to process and reply. Requests that involve expanding use will result in additional fees.
7. Ensure use does not interfere with, impair, or prevent the development, maintenance, and operation of the Armory and its safe use.
8. Confine use to the drill floor, drill floor seating area, locker room, and bathrooms during normal recreation use. Bathrooms on the second level on the Jordan Avenue side of the building will only be used for special events.
9. Provide individuals to perform the following porter services during JCDR use of the premise:
 - a. Supervisor and Support Staff
 - b. Restroom Attendant
 - c. Locker Room Attendant
 - d. Crowd Control / Security
 - e. Clean Up after Use
10. Ensure JCDR individuals providing services meet or exceed performance standards provided by DMAVA later in this MOU and as directed by DMAVA representative in charge during use.
11. Shall clean the drill floor as well as all areas of use adjacent to the drill floor to include seating, bathrooms (upper and lower levels) and locker room on a daily basis after completion of use.
12. Shall be required to provide their own paper products, cleaning supplies, trash bags and shall remove all trash at the conclusion of each day. User shall ensure bathrooms and locker room are fully stocked during and at the completion of each use.
13. Assume responsibility for damage(s) that result directly or indirectly from use of the facility.
14. Maintain and keep in good repair the equipment and drill floor. Provide and place protective floor covering for the Basketball Court when not in use by JCDR and as required to support other uses of the facility.
15. Cancel use of the Armory on days the State has declared a snow emergency.
16. Obtain prior approval from the DMAVA regarding any plans for alterations to the Armory. All proposals will be forwarded to the Office of Real Property, P.O. Box 340, Trenton, NJ 08625-0340 to ensure proper coordination and approval is received. Costs of improvements proposed by JCDR will be at the sole expense of JCDR. Proposals for permanent alterations to the Armory by JCDR may require signed sealed architectural and/or engineering drawings and specifications. Such design costs along with the cost of improvements must be funded by JCDR.
17. Provide access, training, and use of the Score Board, to DMAVA representative to support other users of the Armory.
18. Establish and enforce a code of conduct for patrons and workers to follow that includes a prohibition for unruly behavior, and a requirement to demonstrate respectable behavior toward DMAVA representatives.
19. User agrees to adjust their schedule to support DMAVA's ability to generate revenue should the opportunity present.

PRINCIPAL CONTACTS:

For JCDR: Kevin Williamson - Director, Department of Recreation
City of Jersey City
Caven Point Complex
1 Chapel Avenue
Jersey City, New Jersey 07305
Phone: (201) 547-5269
Fax: (201) 547-4586
e-mail: JOEM@jcnj.org

For DMAVA: Jill Ann Priar -- Chief Real Property Bureau

| | |
|---------------------------------|---|
| NJDMAVA | |
| (Mailing address) P.O. Box 340 | (Physical address) 101 Eggert Crossing Road |
| Trenton, NJ 08625-0340 | Lawrenceville, NJ 08648-2805 |
| Phone: (609) 530-6856 | |
| Fax: (609) 530-6880 | |
| e-mail: jill.priar@dmava.nj.gov | |

GENERAL PROVISIONS: All terms and conditions of the Use Agreement associated with this MOU apply.

FOR:

JCDR

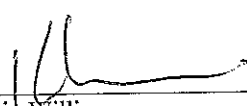
DMAVA

Robert J. Kakolessi
Business Administrator
City of Jersey City

Jill Ann Priar
Chief -- Real Property Bureau

Dated: _____

Dated: _____



Kevin Williamson
Director, Department of Recreation

Dated: _____

PERFORMANCE STANDARDS

JCDR shall provide one lead staff member to report to the DMAVA Representative on site. This JCDR lead member will supervise the JCDR workforce and will employ a methodical approach to ensure that all areas of use are kept clean and dry, bathrooms are monitored and restocked and access by patrons is restricted to authorized areas of use.

JCDR lead member on arrival shall provide DMAVA on site representative with a list of individuals working and the areas for which they will be responsible.

JCDR lead member shall inspect each area to be used with DMAVA representative and complete check list depicting condition of area to be used prior to start of use.

JCDR lead member shall be responsible for providing written reports to include but not limited to those related to property damage, personal injuries, and accidents as required.

JCDR lead member shall inspect each area used with DMAVA representative and complete check list depicting condition of area after use, before departing the premise.

GENERAL INSTRUCTIONS FOR ALL STAFF:

No gum, food or drink other than water is allowed on the drill floor. Staff shall observe and enforce this rule.

Damage is to be reported immediately to DMAVA representative. Written reports associated with damage will be required. JCDR shall provide written statement/s regarding damage to the DMAVA representative.

Emergencies are to be reported immediately to DMAVA representative. Facility related emergencies shall be handled on a case by case basis.

JCDR staff will provide constant monitoring and take the steps necessary to ensure floors remain debris free and dry.

JCDR staff shall all be actively engaged in ensuring no patrons enter areas that are not authorized for use.

JCDR staff shall ensure trash cans are lined, liners pulled and replace routinely as needed. Trash is to be taken to the designated area in the basement.

JCDR staff members shall all wear vests, or shirts that clearly and easily identify them as event staff for the duration of their service in the building.

Ingress and egress points are to remain unblocked and doors must be in the closed position when not in use.

Short wave radios/walkie talkies on site can be used to facilitate communications between staff members both JCDR and DMAVA working the use. JCDR lead and DMAVA representative will determine method of communication prior to commencement of use.

RESTROOM AND LOCKER ROOM ATTENDANTS:

JCDR staff shall maintain a presence in and continuously monitor area during periods of use and ensure appropriate use of facilities.

JCDR staff shall supply and restock consumable products such as hand soap, paper towels, and toilet tissue during facility use.

JCDR staff shall clean as required to maintain sanitary conditions within the space.

JCDR staff shall report damage or malfunctioning equipment or facility systems immediately to the DMAVA representative on site.

At conclusion of each day of use JCDR staff shall ensure areas are thoroughly swept, trash removed and liners replaced. All fixtures, counters, benches, shower stalls and etc must be wiped down and floors mopped with disinfectant.

CROWD CONTROL AND SECURITY:

JCDR shall ensure staff members are aware of permitted areas of use. JCDR staff shall ensure that patrons are confined to the areas of use permitted.

JCDR staff will provide information to patrons regarding location of lavatories and locker rooms.

JCDR staff will compel patrons to adhere to a code of conduct that ensures safe and responsible use of the premises.

JCDR is responsible for addressing and handling all safety and security issues apparent during their use.

CLEAN UP AFTER USE:


JCDR staff shall ensure all areas used are free of debris and thoroughly swept at the conclusion of each use. All areas of use shall be mopped as needed at the conclusion of each use to ensure floors are free of sticky particles from food, beverages, foot traffic, etc.

JCDR staff shall ensure seats are dry, and clean at the conclusion of each use.

JCDR staff shall ensure that equipment is properly stored at the conclusion of each use.

JCDR

DMAVA



Kevin Williamson
Director, Department of Recreation

Jill Ann Priar
Chief – Real Property Bureau

Dated: _____

Dated: _____

JERSEY CITY ARMORY
Anticipated Use Schedule - CITY OF JERSEY CITY
UA 18180

| Date of Use | Day of Week | Purpose | Area/s of Use | USE TIMES | | | ARMORER | | | |
|-------------|-------------|-----------------|-------------------------|-----------|----------|-------|---------|----------|------------|-------|
| | | | | Start | End | HOURS | Start | End | # Required | HOURS |
| 27-Nov-17 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 28-Nov-17 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 29-Nov-17 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 30-Nov-17 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 1-Dec-17 | Friday | Open Recreation | Lower Tier | 5:00 PM | 9:00 PM | 4 | 4:30 PM | 9:30 PM | 1 | 4.5 |
| 4-Dec-17 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 5-Dec-17 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 6-Dec-17 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 7-Dec-17 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 7:30 PM | 4.5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 8-Dec-17 | SDO FRIDAY | Open Recreation | Lower Tier | 5:00 PM | 9:00 PM | 4.5 | 4:30 PM | 9:30 PM | 1 | 4.5 |
| 10-Dec-17 | Sunday | Special Event | Both Tiers & Lockerroom | 7:00 AM | 7:00 PM | 12 | 6:30 AM | 7:30 PM | 1 | 13 |
| 11-Dec-17 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 12-Dec-17 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 13-Dec-17 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 14-Dec-17 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 15-Dec-17 | Friday | Special Event | Both Tiers & Lockerroom | 3:00 PM | 11:00 PM | 8 | 3:00 PM | 11:30 PM | 1 | 8.5 |
| 18-Dec-17 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 19-Dec-17 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 20-Dec-17 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 21-Dec-17 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 26-Dec-17 | Tuesday | Open Recreation | Lower Tier | 10:00 AM | 3:00 PM | 5 | | | | |
| 27-Dec-17 | Wednesday | Open Recreation | Lower Tier | 10:00 AM | 3:00 PM | 5 | | | | |
| 28-Dec-17 | Thursday | Open Recreation | Lower Tier | 10:00 AM | 3:00 PM | 5 | | | | |
| 2-Jan-18 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 3-Jan-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 4-Jan-18 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 5-Jan-18 | Friday | Open Recreation | Lower Tier | 5:00 PM | 9:00 PM | 4 | 4:30 PM | 9:30 PM | 1 | 5 |
| 8-Jan-18 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 9-Jan-18 | Tuesday | Special Event | Both Tiers & Lockerroom | 3:00 PM | 11:00 PM | 8 | 3:00 PM | 11:30 PM | 1 | 8.5 |
| 10-Jan-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |

JERSEY CITY ARMORY
Anticipated Use Schedule - CITY OF JERSEY CITY
UA 18180

| | | | | | | | | | | |
|-----------|------------|-----------------|-------------------------|---------|----------|----|---------|----------|---|-----|
| 11-Jan-18 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 12-Jan-18 | SDO FRIDAY | Open Recreation | NOT AVAILABLE FOR USE | 5:00 PM | 9:00 PM | | 4:30 PM | 9:30 PM | | |
| 16-Jan-18 | Tuesday | Special Event | Both Tiers & Lockerroom | 3:00 PM | 10:00 PM | 7 | 3:00 PM | 10:30 PM | 1 | 7.5 |
| 17-Jan-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 18-Jan-18 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 19-Jan-18 | Friday | Open Recreation | Lower Tier | 5:00 PM | 9:00 PM | 4 | 4:30 PM | 9:30 PM | 1 | 5 |
| 22-Jan-18 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 23-Jan-18 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 24-Jan-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 25-Jan-18 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 26-Jan-18 | SDO FRIDAY | Special Event | Both Tiers & Lockerroom | 3:00 PM | 11:00 PM | 8 | 2:30 PM | 11:30 PM | 1 | 9 |
| 29-Jan-18 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 30-Jan-18 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 31-Jan-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 1-Feb-18 | Thursday | Special Event | Both Tiers & Lockerroom | 3:00 PM | 11:00 PM | 8 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 2-Feb-18 | Friday | Open Recreation | Lower Tier | 5:00 PM | 9:00 PM | 4 | 4:30 PM | 9:30 PM | 1 | 5 |
| 5-Feb-18 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 6-Feb-18 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 7-Feb-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 8-Feb-18 | Thursday | Open Recreation | Lower Tier | 3:30 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 9-Feb-18 | Friday | Open Recreation | Lower Tier | 5:00 PM | 9:00 PM | 4 | 4:30 PM | 9:30 PM | 1 | 5 |
| 11-Feb-18 | Sunday | Special Event | Both Tiers & Lockerroom | 7:00 AM | 7:00 PM | 12 | 6:30 AM | 7:30 PM | 1 | 13 |
| 13-Feb-18 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 14-Feb-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 15-Feb-18 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 16-Feb-18 | SDO FRIDAY | Open Recreation | Lower Tier | 5:00 PM | 9:00 PM | 4 | 4:30 PM | 9:30 PM | 1 | 5 |
| 20-Feb-18 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 21-Feb-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 22-Feb-18 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 23-Feb-18 | Friday | Open Recreation | Lower Tier | 5:00 PM | 9:00 PM | 4 | 4:30 PM | 9:30 PM | 1 | 5 |
| 26-Feb-18 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 4:30 PM | 9:30 PM | 1 | 5 |
| 27-Feb-18 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |

JERSEY CITY ARMORY
Anticipated Use Schedule - CITY OF JERSEY CITY
UA 18180

| | | | | | | | | | | |
|-----------|------------|-----------------|------------|---------|---------|---|---------|---------|---|-----|
| 28-Feb-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 1-Mar-18 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 2-Mar-18 | SDO FRIDAY | Open Recreation | Lower Tier | 5:00 PM | 9:00 PM | 4 | 4:30 PM | 9:30 PM | 1 | 5 |
| 5-Mar-18 | Monday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 6-Mar-18 | Tuesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 7-Mar-18 | Wednesday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |
| 8-Mar-18 | Thursday | Open Recreation | Lower Tier | 3:00 PM | 8:00 PM | 5 | 3:00 PM | 8:30 PM | 1 | 5.5 |

359

378

| | | |
|------------------|----|-------------|
| Application Fee: | \$ | 75.00 |
| Use Fee: | | \$79,680.00 |
| Armorer OT: | | \$17,766.00 |
| Total Estimate: | \$ | 97,521.00 |

359.00 Hrs @ \$217 per hour + \$50 per Lockerroom Use (7 Special Events)

378.00 Hrs @ \$45 per hour

Estimated Costs

Jersey City Armory
Use Agreement Inspection Checklist - Lower Level

Name of User Representative: _____

Please Print

Kwina Williamson

Date of Use: _____

Times Of Use: _____

Use Agreement #: _____

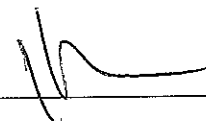
18180

| | Lower Level - Jordan Ave. Side | | | | Lower Level - Summit Ave. Side | | | | | |
|---------------------------|--------------------------------|------------|----------------------------|-----------|--------------------------------|--------------|------------|-------------|--------------|------------|
| | Men's Rm | Ladies Rm | Men's Rm | Ladies Rm | Men's Rm | Ladies Rm | Locker Rm | Men's Rm | Ladies Rm | Locker Rm |
| | Start Y/N | Start Y/N | End Y/N | End Y/N | Start Y/N | Start Y/N | Start Y/N | End Y/N | End Y/N | End Y/N |
| Toilets Clean | | | | | | | | | | |
| Sinks Clean | | | | | | | | | | |
| Floor Clean | | | | | | | | | | |
| Mirror Clean | | | | | | | | | | |
| Soap Full | | | | | | | | | | |
| Paper Product Full | | | | | | | | | | |
| Trash Bin Empty | | | | | | | | | | |
| Receptacle Bins Empty | | | | | | | | | | |
| Trash Liners in Place | | | | | | | | | | |
| Odor of Disinfectant | | | | | | | | | | |
| Restroom Hallway Clean | | | | | | | | | | |
| | Start | End | | | Start | End | | | | |
| Seating Area Swept | | | | | | | | | | |
| Seating Area Floor Clean | | | | | | | | | | |
| Entrance Clean | | | | | | | | | | |
| | | | Locker Rooms: | | Female | Start | End | Male | Start | End |
| | | | Showers Clean | | | | | | | |
| | | | Inside Lockers Disinfected | | | | | | | |
| | | | Benches Disinfected | | | | | | | |
| | | | Locker Rm Hallways Clean | | | | | | | |
| Track Swept | | | | | | | | | | |
| Track Washed | | | | | | | | | | |
| Basketball Court Clean | | | | | | | | | | |
| Control Room Clean | | | | | | | | | | |
| Elevators Clean | | | | | | | | | | |
| Trash Removed to Basement | | | | | | | | | | |
| Damage Noted | | | | | | | | | | |

Support Staff Names and Area of Responsibility Provided? YES or NO

DMAVA Representative Signature _____

User Representative Signature _____



Jersey City Armory
Use Agreement Inspection Checklist - Upper Level

Name of User Representative: _____

Kevin Williamson

Please Print

Date of Use: _____

Use Agreement # _____

18180

Upper Level - Jordan Ave. Side

Upper Level - Summit Ave. Side

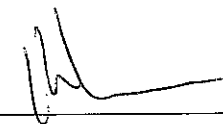
| | Men's Rm | Ladies Rm | Men's Rm | Ladies Rm | Men's Rm | Ladies Rm | Men's Rm | Ladies Rm | | |
|---------------------------|-----------|-----------|----------|-----------|-----------|-----------|----------|-----------|--|--|
| | Start Y/N | Start Y/N | End Y/N | End Y/N | Start Y/N | Start Y/N | End Y/N | End Y/N | | |
| Toilets Clean | | | | | | | | | | |
| Sinks Clean | | | | | | | | | | |
| Floor Clean | | | | | | | | | | |
| Mirror Clean | | | | | | | | | | |
| Soap Full | | | | | | | | | | |
| Paper Product Full | | | | | | | | | | |
| Trash Bins Empty | | | | | | | | | | |
| Receptacle Bins Empty | | | | | | | | | | |
| Trash Liners in Place | | | | | | | | | | |
| Odor of Disinfectant | | | | | | | | | | |
| Restroom Hallway Clean | | | | | | | | | | |
| | Start | End | | | Start | End | | | | |
| Seating Area Swept | | | | | | | | | | |
| Seating Area Floor Clean | | | | | | | | | | |
| Entrance Clean | | | | | | | | | | |
| Stairwells Clean | | | | | | | | | | |
| Control Room Clean | | | | | | | | | | |
| Elevators Clean | | | | | | | | | | |
| Trash Bin Empty | | | | | | | | | | |
| Trash Liners in Place | | | | | | | | | | |
| Trash Removed to Basement | | | | | | | | | | |
| Damage Noted | | | | | | | | | | |

Support Staff Names and Area of Responsibility Provided? YES or NO

NOTES:

DMAVA Representative Signature _____

User Representative Signature _____



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-798

Agenda No. 10.1

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$1,710,000.00 thru the FFY17 Urban Area Security Initiative (UASI grant program; and

WHEREAS, this funding will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man-made disasters or acts of terrorism; and

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security desires to accept the funding to enhance the city's and UASI region's ability to build, maintain and sustain national preparedness capabilities; and

NOW, THEREFORE BE IT RESOLVED the City of Jersey City herewith accepts the award of \$1,710,000.00 thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY-17 grant program; and

BE IT FURTHER RESOLVED that the sum of \$1,710,000.00 is hereby appropriated under the caption FFY17 UASI Department of Homeland Security Grant; and

BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1 Steven M. Fulop, Mayor of the City of Jersey City and/or Robert J. Kakojeski A/Business Administrator of The City of Jersey City are hereby authorized to execute a contract and/or grant agreement with the Department of Homeland Security and the New Jersey Office of Homeland Security And Preparedness; and

2 The Office of Emergency Management & Homeland Security and Budget is authorized To establish an account in the amount of \$1,710,000.00 for the Jersey City Office of Emergency Management & Homeland Security

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | | ABSENT |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

Initiator

| | | |
|---------------------|----------------|-----------------------|
| Department/Division | Public Safety | OEM/Homeland Security |
| Name/Title | W. Greg Kierce | Director |
| Phone/email | 547-5681 | wkierce@njcps.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution authorizes the City of Jersey City to accept a grant from the United States Department of Homeland Security in the amount of \$1,710,000.00 thru the Urban Area Security Initiative (UASI) grant program.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/19/17
Date



CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

State of New Jersey
Office of Homeland Security and Preparedness
PO Box 091
TRENTON, NJ 08625-0091

JARED MAPLES
ACTING DIRECTOR

September 15, 2017

The Honorable Steven M. Fulop, Mayor
City of Jersey City
280 Grove Street
Jersey Agency, New Jersey 07302

RE: FFY17 Urban Areas Security Initiative (UASI-Local Share)
(CFDA #97.067, Award #EMW-2017-SS-00043-S01)
(DUNS #831438275, EIN #22600201305)

Dear Mayor Fulop:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that the City of Jersey City is awarded \$1,710,000.00 for approved projects from the FFY17 UASI-Local Share Grant Program. The main purpose of this funding is to enhance your agency's and the UASI region's ability to build, maintain and sustain national preparedness capabilities for the below listed projects which are outlined in the attached approved Project Proposals and Annexes.

| | <u>Project Name</u> | <u>Amount</u> |
|-----|--|-----------------------|
| 1. | OEM Maintenance | \$ 50,000.00 |
| 2. | Maintenance Contracts | \$ 325,000.00 |
| 3. | DPP Salary (Kierce) | \$ 163,000.00 |
| 4. | Video Surveillance System Expansion | \$ 355,000.00 |
| 5. | First Responder Portable/Mobile Radios | \$ 362,000.00 |
| 6. | Mass Alert System | \$ 70,000.00 |
| 7. | Meter Maintenance | \$ 10,000.00 |
| 8. | Hazardous Materials Technician Training | \$ 50,000.00 |
| 9. | Unified Approach to Active Shooter/Mass Casualty | \$ 150,000.00 |
| 10. | Mass Shelter Supplies/Equipment | \$ 105,000.00 |
| 11. | CERT/NIMS Training | \$ 70,000.00 |
| | TOTAL | \$1,710,000.00 |

These funds will be available to your agency for allowable program expenditures upon the completion of the requirements listed below:

- 1.) Return of a signed FFY17 Grant Agreement and required attachments (A through F) by October 13, 2017, to Kathleen Wynn, Grants Management Bureau, OHSP, at the above address.
- 2.) The awarding of these funds is conditioned upon your agency's full participation with the OHSP Grant Tracking System (GTS). Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditures will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of your agency before OHSP will authorize the agency to make program expenditures eligible for reimbursement. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are signed and returned to OHSP by October 13, 2017. It is extremely important to implement the activities in the approved Project Proposal(s) and Annex(es) in a timely manner to avoid reprogramming of any awarded funds.

The FFY17 UASI grant program has a thirty-six (36) month period of performance (September 1, 2017 to August 31, 2020). On or about **February 1, 2019**, OHSP will conduct a mid-term financial and programmatic review to determine progress in meeting stated objectives/goals and expenditure activity (at least 50% of these funds should be legally/contractually obligated). As referenced within the Grant Agreement, please note that 100% of these funds shall be legally/contractually obligated by **February 1, 2020**. Final reimbursement packages are to be completed and forwarded to OHSP by **July 31, 2020**. In addition, reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section IX, A in the attached Grant Agreement.

OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operation challenges. Therefore, it is critical to observe the above provided performance dates.

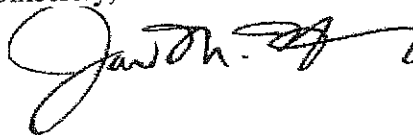
During the period of performance for this grant, any intended programmatic changes must be submitted to OHSP using the Project Proposal(s) and Annex(es). Once the revised

The Honorable Steven M. Fulop, Mayor
Page 3
September 15, 2017

Project Proposal and Annex have been reviewed and approved, spending authority for the documented changes will be granted. All programmatic changes must be approved by the UASI Sub-Committee from where the project was funded and the UASI Executive Committee.

If you have any questions regarding this agreement, please contact Brian Doering, UASI Grants Liaison, at 609 584-4827. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,

A handwritten signature in black ink, appearing to read "Jared Maples", with a stylized flourish at the end.

Jared Maples, Acting Director
Office of Homeland Security and Preparedness

JM/DM:kw
Enclosures

cc: Randall Richardson, Director of Administration/Chief Fiscal Officer, OHSP
Daniel Morocco, Grants Management Bureau Chief, OHSP
Robert Kilmurray, Grants Management Deputy Bureau Chief, OHSP
Lisa Conte, UASI Grant Coordinator, OHSP
Brian Doering, UASI Grant Liaison, OHSP
Sgt. Greg Kierce, Domestic Preparedness Planner
James Sheehan, UASI OMRI
Rachel Tkatch, UASI OMRI

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-799

Agenda No. 10.J

Approved: OCT 11 2017

TITLE:



A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE AMERICAN ASSOCIATION OF RETIRED PROFESSIONALS FOR TREE PLANTING IN PUBLIC HOUSING

COUNCIL
the following resolution:

Offered and moved adoption of

WHEREAS, the City of Jersey City (City) wishes to ensure the health of all its residents, including seniors, and the creation and maintenance of green space and tree canopy improves residents' health and quality of life; and

WHEREAS, the American Association of Retired Professionals (AARP) is a non-profit corporation of the District of Columbia that provides support to projects to improve the quality of life of senior citizens; and

WHEREAS, AARP will provide the City with a grant in the amount of \$3,000.00 to plant trees at the Marion Gardens public housing site and provide training to resident volunteers to maintain trees and green space; and

WHEREAS, the City desires to enter into a grant agreement with AARP, in the form attached hereto as Exhibit A; and

WHEREAS, the term of the grant agreement will be from the execution of the grant agreement until December 31, 2017; and

WHEREAS, acceptance of the grant funds will not require the City to provide any matching funds;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1) The Mayor or Business Administrator is authorized to execute the AARP Memorandum of Understanding attached hereto to obtain a grant in the amount of \$3,000.00 to perform the work described in Exhibit A; and

2) The Office of Management and Budget is authorized to establish an account in the amount of \$3,000.00 for the AARP Tree Planting Grant.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required

APPROVED

8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | ABSENT | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

**A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT
BETWEEN THE CITY OF JERSEY CITY AND THE AMERICAN ASSOCIATION OF
RETIRED PROFESSIONALS FOR TREE PLANTING IN PUBLIC HOUSING**

Initiator

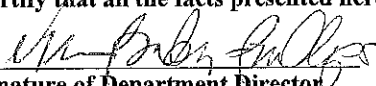
| | | |
|---------------------|---------------------|------------------------|
| Department/Division | Office of the Mayor | Bureau of Innovation |
| Name/Title | Brian Platt | Director of Innovation |
| Phone/email | BPlatt@jcnj.org | 201-988-2432 |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Authorizes acceptance of \$3,000 grant from the American Association of Retired Professionals (AARP) for the purpose of planting trees and training resident volunteers in tree and green space maintenance at the Marion Gardens public housing site.

I certify that all the facts presented herein are accurate.


Signature of Department Director

VIVIAN BRADY PHILLIPS
Deputy Mayor

9/26/17
Date

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING ("Agreement") serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and **City of Jersey City**, a municipality, located at 280 Grove St, Jersey City, NJ 07302, ("Organization"). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

AARP Grant Terms and Conditions. AARP shall provide Organization with grant funding of \$3,000 ("Grant Funds") for the purpose of planting trees on a public housing site located in Jersey City, New Jersey, thereby utilizing outdoor space, encouraging green infrastructure, and creating ownership of tree maintenance, ("Goal") so that Organization may perform the activities described herein between September 1, 2017 and November 1, 2017 ("Grant Period"). Payment shall be provided according the schedule herein, and subject to the following terms and conditions:

- a. Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below. Following the initial disbursement, each disbursement is contingent upon approval by AARP given commensurate with progress towards Organization's Goal, as demonstrated in any programmatic and financial reports and as determined in AARP's sole discretion.
 - i. AARP will provide a one time payment of \$3,000.
- b. Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities and achieve the following deliverables (collectively "Grant Activities"):
 - i. Engage seniors from Marion Gardens (a public housing site with 600+ residents of all ages), located at 57 Dales Ave, Jersey City, New Jersey 07306, in planting trees to beautify under-utilized outdoor space, encourage green infrastructure, and create ownership of tree maintenance.
 - ii. The tree maintenance and community beautification project, called The Tree Lover's Crew, begins prior to September 30, 2017 and runs through October 2017. September 2017 will be used for resident recruitment by Organization with a goal of recruiting at least twenty-five (25) resident volunteers for tree planting and maintenance for at least ten (10) trees to be planted in the Marion Gardens housing site. Throughout September 2017 and October 2017, resident volunteers will be taught by a representative of the Organization, in at least two (2) training sessions, how to identify tree species, prune trees, weed tree pits, water plants, understand root maintenance, and identify trees that may be suffering from disease. At each training session of the Tree Lover's Crew, residents will gain more responsibility and ownership over the maintenance and beautification of the landscape in their community.
 - iii. Funds will be used for gardening and tree planting supplies.
 - iv. Project(s) will be complete by November 1, 2017.
 - v. All promotional materials (such as newsletters, press releases) will include a statement about funding support from AARP. Verbiage to be pre-approved by AARP.
 - vi. Event and/or site signage will include AARP branding and language.

vii. Organization will send After Action Report with visuals (photos and/or video) to AARP national office by December 1, 2017 (via direct mail – see address below and email livable@aarp.org).

c. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within thirty (30) days of the expiration of the grant period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period.

d. *Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.

2. **Permissible Use of Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.

3. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on December 31, 2017. The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.

4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.

5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.

6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments,

damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.

7. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
8. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.
9. **No Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
10. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
11. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature

that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.

12. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
13. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP
Jean Setzfand
SVP, Programs
601 E Street, NW
WDC 20049
livable@aarp.org

Jersey City Office of Innovation
Brian Platt
Director
280 Grove St,
Jersey City, NJ 07302
BPlatt@icnj.org

ACCEPTED AND AGREED TO BY:

AARP

City of Jersey City

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-800

Agenda No. 10.K

Approved: OCT 11 2017

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS
UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2017
THROUGH MARCH 31, 2018**

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,034,144 in Community Development Block Grant (CDBG) funds; \$1,354,363 in HOME Investment Partnerships Program (HOME) funds; \$2,420,486 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$457,848 in Emergency Solutions Grant (ESG) funds for Fiscal year 2016; and

WHEREAS, in addition to the above referenced funding, the City of Jersey City anticipates receiving \$42,586 in CDBG Program Income; \$141,428 in HOME Investment Partnerships (HOME) Program Income; and

WHEREAS, the City of Jersey City has developed a One (1) Year Annual Action Plan consistent with the City's needs and federal regulations; and

WHEREAS, the U.S Department of Housing and Urban Development (HUD) has approved the City's FY2017 Annual Action Plan; and

WHEREAS, most of the activities proposed in the City's application require the use of Agencies and Subgrantees; and

WHEREAS, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 92, 24 CFR Part 574 and 24 CFR Part 576; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons With AIDS (HOPWA) and HOME Investment Partnerships Program (HOME) in compliance with such requirements; and

WHEREAS, 24 CFR85; 570.1; 570.204(c); 570.3; (c); 570.500; 570.501-503 requires all subrecipients to be named in the application for approval by HUD; and

WHEREAS, a copy of the Subgrantee Agreements memorializing these contracts will be on file at the Office of the City Clerk; and

WHEREAS, these agreements are exempt from public bid N.J.S.A. 40A:11-5(2).

OCT 11 2017

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS
UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2017
THROUGH MARCH 31, 2018**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is hereby authorized to accept and execute HUD Entitlement Grant Agreements and to execute Subgrantee Agreements with Subgrantees identified on the attached list, under the year 2017 HUD entitlement program and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD) during the fiscal year; and
2. Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, in substantially the form attached, and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna Mauer, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available for the payment of this Resolution in the accounts listed on the pages attached.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | ABSENT | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2017 THROUGH MARCH 31, 2018

Project Manager

| | | |
|---------------------|-----------------|-----------------------|
| Department/Division | HEDC | COMMUNITY DEVELOPMENT |
| Name/Title | CARMEN GANDULLA | DIRECTOR |
| Phone/email | x5304 | CGandulla@icnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

FY2017 HUD Entitlement Grant application for City of Jersey City

Funding assists agencies and subgrantees to implement various projects/social services for Jersey City residents.

Cost (Identify all sources and amounts)

HUD Entitlement Funds

Contract term (include all proposed renewals)

April 1, 2017 – March 31, 2018

Type of award

Grant Award

If "Other Exception", enter type

Additional Information

CDBG Entitlement Funds: \$5,034,144.
HOME Entitlement Funds: \$1,354,363.
HOPWA Entitlement Funds: \$2,420,486.
ESG Entitlement Funds: \$ 457,848.

CDBG Program Income: \$ 42,586.
HOME Program Income: \$ 141,428.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

10/3/17

OCT 11 2017

2017 CDBG – PUBLIC SERVICE PROGRAM

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|---|------------|-------------------|-------------|
| ACT NOW Foundation, Inc. | \$ 10,000 | 59-200-56-851- | 126558 |
| ASPIRA, Inc. | \$ 11,000 | 59-200-56-851-914 | 126559 |
| Big Brothers, Big Sisters of Essex, Hudson and Union Counties | \$ 52,000 | 59-200-56-851-829 | 126560 |
| C-Line Community Outreach Services Inc. | \$ 11,000 | 59-200-56-851-974 | 126561 |
| Collaborative Support Programs of New Jersey, Inc. | \$ 11,000 | 59-200-56-851-511 | 126562 |
| Educational Arts Team, Inc. | \$ 15,000 | 59-200-56-851-978 | 126563 |
| Girl Scouts Heart of New Jersey | \$ 10,000 | 59-200-56-851-629 | 126564 |
| Grace Van Vorst Community Services | \$ 18,000 | 59-200-56-851-816 | 126565 |
| Garden State Episcopal CDC (Homeless Outreach) | \$ 92,000 | 59-200-56-851-928 | 126566 |
| H.C. Court Appointed Special Advocates (CASA) | \$ 47,000 | 59-200-56-851-878 | 126567 |
| JC Connections dba Hudson Pride (Youth Connect) | \$ 18,000 | 59-200-56-851-850 | 126568 |
| Jersey City Employment and Training Commission | \$ 92,000 | 59-200-56-851-513 | 126569 |
| Kennedy Dancers (Inner City Youth) | \$ 10,000 | 59-200-56-851-965 | 126570 |
| Kennedy Dancers (Senior Citizens) | \$ 10,000 | 59-200-56-851-633 | 126571 |
| New Jersey Citizen Action Education Fund, Inc. | \$ 7,500 | 59-200-56-851-512 | 126572 |
| Nimbus Dance Works | \$ 10,000 | 59-200-56-851-630 | 126573 |
| PAN American Concerned Citizens Action League | \$ 7,500 | 59-200-56-851-815 | 126574 |
| Palisades Emergency Residence Corporation (PERC) | \$ 29,000 | 59-200-56-851-600 | 126575 |
| Urban League of Hudson County (GSS) | \$ 11,000 | 59-200-56-851-925 | 126576 |
| Urban League of Hudson County (Power-Up) | \$ 11,000 | 59-200-56-851-923 | 126577 |
| The Waterfront Project, Inc. | \$ 30,000 | 59-200-56-851-520 | 126578 |
| WomenRising, Inc. (Workforce Development Training Center) | \$ 29,000 | 59-200-56-851-521 | 126579 |
| JC Department of Recreation (Baseball Leagues) | \$ 60,000 | 59-200-56-851-522 | N/A |
| Youth Summer Programs | \$ 100,000 | 59-200-56-851-519 | N/A |

OCT 11 2017

2017 CDBG REHABILITATION PROGRAM

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|---|--------------|-------------------|-------------|
| The Barrow Mansion (Restoration) | \$ 92,840 | 59-200-56-851- | 126581 |
| Padua Court Urban Renewal LP | \$ 232,100 | 59-200-56-851- | 126582 |
| Hudson Community Enterprises | \$ 100,000 | 59-200-56-851-961 | 126583 |
| Saint Joseph School for the Blind | \$ 109,551 | 59-200-56-851-835 | 126584 |
| J.C. Division of Community Development (HORP) | \$ 400,000 | 59-200-56-851-930 | 126585 |
| Margaret Anna Cusack Care Center, Inc. | \$ 136,000 | 59-200-56-851-994 | 126586 |
| J.C. Division of Engineering | \$ 1,249,885 | 59-200-56-851-622 | 126648 |

2017 HOME PROGRAM

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|--|------------|-------------------|-------------|
| Administration | \$ 135,436 | 36-200-56-910-101 | N/A |
| 78 MLK, LLC (78 MLK Dr.) | \$ 355,827 | 36-200-56-910-743 | 126634 |
| Garden State Episcopal, CDC (90 Virginia Ave) | \$ 680,261 | 36-200-56-910- | 126635 |
| Garden State Episcopal, CDC (90 Virginia Ave) (CHDO) | \$ 182,839 | 36-200-56-910- | 126636 |

2017 HOPWA PROGRAM

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|--|------------|-------------------|-------------|
| Administration | \$ 72,504 | 37-200-56-911-101 | N/A |
| Cornerstone Outreach/HC Resource Center (TBRA) | \$ 959,499 | 37-200-56-911-589 | 126637 |
| Garden State Episcopal CDC – Hudson CASA Emergency Housing | \$ 65,624 | 37-200-56-911-984 | 126638 |
| Let's Celebrate, Inc. – Housing Plus – TBRA | \$ 497,263 | 37-200-56-911-983 | 126639 |
| Let's Celebrate, Inc. – Housing Plus – STRMU | \$ 235,230 | 37-200-56-911-979 | 126640 |
| Catholic Charities Archdiocese of Newark – Franciska Residence | \$ 258,336 | 37-200-56-911-980 | 126641 |
| Catholic Charities Archdiocese of Newark – Canaan House | \$ 90,966 | 37-200-56-911-542 | 126642 |
| Garden State Episcopal CDC – Corpus Christi Ministry Housing | \$ 241,064 | 37-200-56-911-588 | 126643 |

OCT 11 2017

2017 ESG PROGRAM

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|--|------------|-------------------|-------------|
| Catholic Charities Archdiocese of Newark – Hope House | \$ 66,667 | 49-200-56-905-920 | 126644 |
| Catholic Charities Archdiocese of Newark – St. Lucy's | \$ 153,100 | 49-200-56-905-742 | 126645 |
| Garden State Episcopal CDC (Hudson CASA) – RRH / STRMU | \$ 183,139 | 49-200-56-905-546 | 126646 |
| Garden State Episcopal CDC (Homeless Outreach) | \$ 54,942 | 49-200-56-905-526 | 126647 |

2017 ECONOMIC DEVELOPMENT PROGRAM

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|------------------------------------|------------|-------------------|-------------|
| Hudson Community Enterprises, Inc. | \$ 100,000 | 59-200-56-851-961 | 126587 |
| Rising Tide Capital, Inc. | \$ 200,000 | 59-200-56-851-631 | 126588 |

2017 ADMINISTRATION

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|--|--------------|-------------------|-------------|
| J.C. Division of Community Development (DCD) | \$ 1,006,828 | 59-200-56-851-918 | N/A |
| J.C. Housing Code Enforcement (HCE) | \$ 50,660 | 59-200-56-851-529 | N/A |
| CDBG Program Delivery Cost | \$ 54,280 | 59-200-56-851- | N/A |

2017 CDBG - RELOCATION

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|--|------------|-------------------|-------------|
| J.C. Division of Community Development (Relocation Assistance) | \$ 100,000 | 59-200-56-851-935 | 126589 |

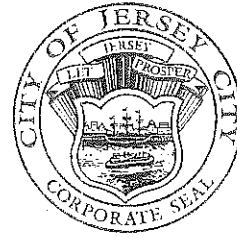
| | | | |
|-----------------------------|------------|-------------------|-----|
| Section 108 Loan Re-payment | \$ 500,000 | 59-200-56-851-524 | N/A |
|-----------------------------|------------|-------------------|-----|

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-801

Agenda No. 10.1

Approved: OCT 11 2017



TITLE: RESOLUTION AUTHORIZING SETTLEMENT IN THE AMOUNT OF \$727,685.13 CREDIT OR REFUND ON PENDING LITIGATION FILED BEFORE THE TAX COURT OF NEW JERSEY BY SUMMIT/GREENWICH URBAN RENEWAL, LLC

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, complaints were filed before the Tax Court of New Jersey challenging real estate assessments on Block 30306 lot 8 for tax years 2012, 2013, 2014, 2015, 2016, and 2017; and

WHEREAS, a global settlement agreement was reached on cases with the docket numbers as set forth in the attached SETTLEMENT AGREEMENT, covering tax years 2012 through 2017, thereby resolving all pending litigation; and

WHEREAS, the Office of the Tax Collector has reviewed this settlement and computed the refund and total payment that will result from the implementation of this settlement; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such payment shall be waived by the taxpayer if such payment shall be made by the City within thirty (30) days of entry of judgment by the Tax Court of New Jersey, pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the City's expert and the Office of the Tax Assessor; the Tax Assessor and Tax Counsel have recommended that the Tax Court Complaint for tax years 2012 through 2017 be settled at the assessment specified below;

| Year | Original Assessment | Adjusted Assessment | Amount of Credit |
|---------------------|---------------------|---------------------|------------------|
| 2012 | 4,433,000 | Withdrawn | 0 |
| 2013 | 5,400,000 | 3,807,000 | \$118,933.38 |
| 2014 | 5,400,000 | 3,634,800 | \$131,224.97 |
| 2015 | 5,400,000 | 3,309,100 | \$156,441.14 |
| 2016 | 5,400,000 | 3,045,600 | \$181,312.34 |
| 2017 | 5,400,000 | 2,240,900 | \$139,773.30 |
| Total Credit/Refund | | | \$727,685.13 |

City Clerk File No. Res. 17-801Agenda No. 10.1

OCT 11 2017

TITLE:

**RESOLUTION AUTHORIZING SETTLEMENT IN THE AMOUNT OF
\$727,685.13 CREDIT OR REFUND ON PENDING LITIGATION FILED
BEFORE THE TAX COURT OF NEW JERSEY BY
SUMMIT/GREENWICH URBAN RENEWAL, LLC**

WHEREAS, this settlement will reduce the assessment to reflect the actual fair assessable value of the property consistent with the generally acceptable assessing practices; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the all pending litigation be settled as set forth in the attached settlement documents.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED


8-0

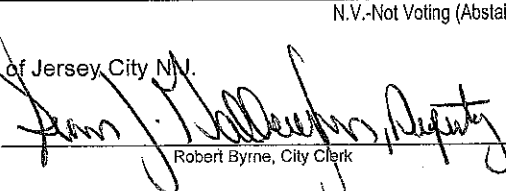
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | | ABSENT |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City NJ.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING SETTLEMENT IN THE AMOUNT OF \$727,685.13 CREDIT OR REFUND ON PENDING LITIGATION FILED BEFORE THE TAX COURT OF NEW JERSEY BY SUMMIT/GREENWICH URBAN RENEWAL, LLC

Project Manager

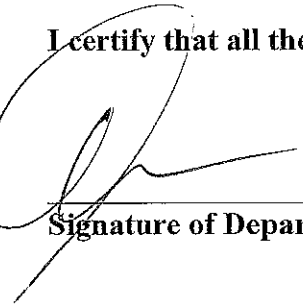
| | | |
|---------------------|-----------------------|-----------------|
| Department/Division | Tax Assessor's Office | |
| Name/Title | Ed Toloza | Tax Assessor |
| Phone/email | (201) 547 4804 | edward@jcnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution authorizes a settlement in the amount of \$727, 685.13 credit or refund for the years 2012 through 2017 which will reduce the assessment to reflect the actual fair assessable value of the property consistent with the generally acceptable assessing practices.

I certify that all the facts presented herein are accurate.



Signature of Department Director

10/3/17
Date

MICHAEL A. VESPASIANO, ESQ.

331 Main Street

Chatham, NJ 07928

(973) 635-1100

Attorney ID No. 004341991

Summit/Greenwich Urban Renewal, LLC: TAX COURT OF NEW JERSEY
Plaintiff, : Docket Nos. 008607-2012,
: 003015-2013, 003436-2014,
: 002714-2015, 001200-2016,
: 001979-2017

vs.

Civil Action

: **STIPULATION OF SETTLEMENT**
: (without Affidavit)

Jersey City
Defendant.

: Assigned Judge: Brennan
: First Calendar Date: 8/2013

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment entered as follows:

Block: 30306 Lot: 8

Year(s): 2012

Street Address: 100 Summit Place

| | <u>Original Assessment</u> | <u>County Tax Board Judgment</u> | <u>Requested Tax Court Judgment</u> |
|---------|--------------------------------|--------------------------------------|---|
| Land: | \$ 0 | \$ N/A | |
| Impvts: | \$4,433,000 | \$ N/A | |
| Total: | \$4,433,000 | \$ N/A | WITHDRAW |

Block: 30306 Lot: 8

Year(s): 2013

Street Address: 100 Summit Place

| | <u>Original Assessment</u> | <u>County Tax Board Judgment</u> | <u>Requested Tax Court Judgment</u> |
|---------|--------------------------------|--------------------------------------|---|
| Land: | \$ 967,000 | \$ N/A | \$ 967,000 |
| Impvts: | \$4,433,000 | \$ N/A | \$2,840,000 |
| Total: | \$5,400,000 | \$ N/A | \$3,807,000 |

Block: 30306 Lot: 8
 Year(s): 2014
 Street Address: 100 Summit Place

| | <u>Original Assessment</u> | <u>County Tax Board Judgment</u> | <u>Requested Tax Court Judgment</u> |
|---------|--------------------------------|--------------------------------------|---|
| Land: | \$ 967,000 | \$ N/A | \$ 967,000 |
| Impvts: | \$4,433,000 | \$ N/A | \$2,667,800 |
| Total: | \$5,400,000 | \$ N/A | \$3,634,800 |

Block: 30306 Lot: 8
 Year(s): 2015
 Street Address: 100 Summit Place

| | <u>Original Assessment</u> | <u>County Tax Board Judgment</u> | <u>Requested Tax Court Judgment</u> |
|---------|--------------------------------|--------------------------------------|---|
| Land: | \$ 967,000 | \$ N/A | \$ 967,000 |
| Impvts: | \$4,433,000 | \$ N/A | \$2,342,100 |
| Total: | \$5,400,000 | \$ N/A | \$3,309,100 |

Block: 30306 Lot: 8
 Year(s): 2016
 Street Address: 100 Summit Place

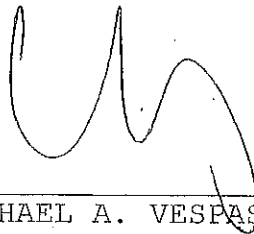
| | <u>Original Assessment</u> | <u>County Tax Board Judgment</u> | <u>Requested Tax Court Judgment</u> |
|---------|--------------------------------|--------------------------------------|---|
| Land: | \$ 967,000 | \$ N/A | \$ 967,000 |
| Impvts: | \$4,433,000 | \$ N/A | \$2,078,600 |
| Total: | \$5,400,000 | \$ N/A | \$3,045,600 |

Block: 30306 Lot: 8
 Year(s): 2017
 Street Address: 100 Summit Place

| | <u>Original Assessment</u> | <u>County Tax Board Judgment</u> | <u>Requested Tax Court Judgment</u> |
|---------|--------------------------------|--------------------------------------|---|
| Land: | \$ 967,000 | \$ N/A | \$ 967,000 |
| Impvts: | \$4,433,000 | \$ N/A | \$1,273,900 |
| Total: | \$5,400,000 | \$ N/A | \$2,240,900 |

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.
4. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment. Refund shall be payable to "Michael A. Vespasiano, Attorney Trust Account".

Dated: April 28, 2017



MICHAEL A. VESPASIANO
Attorney for Plaintiff

Dated:

MATTHEW J. O'DONNELL
Attorney for Defendant

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-802
Agenda No. 10.M
Approved: OCT 11 2017



TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONTRACT FOR THE PURCHASE OR LICENSING OF PROPRIETARY COMPUTER SOFTWARE DESIGNED FOR UPDATING AND MAINTAINING THE TAX RECORDS AND INFORMATION FOR THE BLOCKS AND LOTS IN THE CITY OF JERSEY CITY

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City (the "City") desires to issue a Request for Proposals ("RFP") to solicit bids from vendors that can provide software that will be used by the Tax Assessor's Office, and other City offices as applicable, for the purpose of updating and maintaining the tax records and information for the blocks and lots in the City; and

WHEREAS, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the RFP that the City will publicly advertise; and

WHEREAS, the City intends to use the competitive contracting process to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.1(a) authorizes the City to use competitive contracting for "the purchase or licensing of proprietary computer software designed for contracting unit purposes, which may include hardware intended for use with the proprietary software."; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1(a) is authorized for the purchase or licensing of proprietary computer software designed for the purpose of updating and maintaining the tax records and information for the blocks and lots in the City, which may include hardware intended for use with the proprietary software.

JMcK
10/03/2017

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONTRACT FOR THE PURCHASE OR LICENSING OF PROPRIETARY COMPUTER SOFTWARE DESIGNED FOR UPDATING AND MAINTAINING THE TAX RECORDS AND INFORMATION FOR THE BLOCKS AND LOTS IN THE CITY OF JERSEY CITY

Initiator

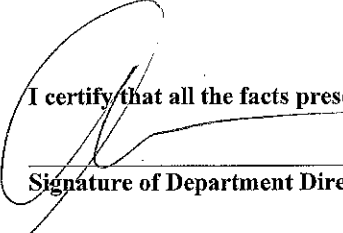
| | | |
|---------------------|-------------------|------------------|
| Department/Division | Tax Assessor | |
| Name/Title | Eduardo C. Toloza | Tax Assessor |
| Phone/email | (201) 547-4804 | etoloza@jenj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1(a) to procure a contract for the purchase or licensing of proprietary computer software designed for updating and maintaining the tax records and information for the blocks and lots in the City of Jersey City.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/3/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-803

Agenda No. 10-N

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT RELATING TO NETWORKED COMMUNITY INFORMATION KIOSKS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to provide updated, real-time community information and wireless internet to residents across the City; and

WHEREAS, the City is seeking to provide this information through networked kiosks which will display information such as local points of interest, community events, transportation options, and emergency announcements, as well as providing public wireless internet service; and

WHEREAS, the City requires the services of a private vendor with experience in wireless networking, interactive displays, and public-private partnerships to provide kiosks whose cost to the City shall be offset by the provision of advertising; and

WHEREAS, kiosks will be constructed, installed, and maintained at no cost to the City, and the City will receive a percentage of the revenue paid to the concession contractor by advertisers; and

WHEREAS, the City does not foresee any risk in awarding this concession because it expects the concession contractor to indemnify the City in connection with the construction and maintenance of the kiosks; and

WHEREAS, it is estimated that the total value of this concession for the contractor will be \$250,000 gross annual revenue; and

WHEREAS, it is estimated that as a result of awarding this concession, the City will receive net annual revenue of \$50,000; and

WHEREAS, the award of the concession will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

WHEREAS, the City does not expect to incur any costs in connection with awarding a concession contract; and

WHEREAS, in exchange for awarding this concession, the City shall permit the concession contractor to construct and maintain kiosks with advertising space at various public locations throughout the City; and

WHEREAS, kiosks will be constructed, installed, and maintained at no cost to the City, and the City will receive a percentage of the revenue paid to the concession contractor by advertisers; and

WHEREAS, the City intends to use the competitive contracting process to award this contract; and

City Clerk File No. Res. 17-803Agenda No. 10.N

OCT 11 2017

TITLE:

**RESOLUTION AUTHORIZING THE USE OF
COMPETITIVE CONTRACTING TO AWARD A
CONCESSION CONTRACT RELATING TO NETWORKED
COMMUNITY INFORMATION KIOSKS**

WHEREAS, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award a contract for "Concessions"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized to award a contract for a concession that will include the installation of networked public information kiosks at various locations in the City.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☒

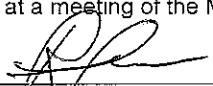
APPROVED 8-0

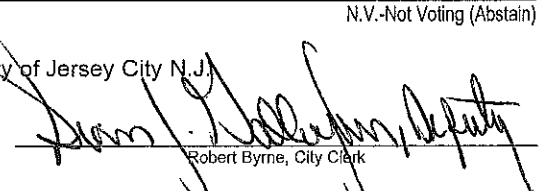
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ABSENT | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO
AWARD A CONTRACT FOR A CONCESSIONS RELATING TO NETWORKED
PUBLIC INFORMATION KIOSKS**

Initiator

| | | |
|---------------------|---------------------|-----------------------|
| Department/Division | Office of the Mayor | Bureau of Innovation |
| Name/Title | Arjun Janakiram | Innovation Strategist |
| Phone/email | BPlatt@icnj.org | 201-577-1190 |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Authorizes the use of competitive contracting for a concession in which the City will work with a vendor to install public information kiosks at selected locations across the City. The cost of the kiosks shall be offset by advertising, and the City will require their placement in key locations such as transit stations. Kiosks shall display information such as local points of interest, transit information, emergency announcements, and community events.

I certify that all the facts presented herein are accurate.



Signature of Department Director

9/14/17

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: City Council Members

FROM: Raymond Reddington, Supervisory Assistant Corporation Counsel *R.R.*

DATE: September 28, 2017

SUBJECT: Procurement of a concession to construct and maintain informational kiosks with internet service and advertising at various public locations within the corporate boundaries of the City of Jersey City.

The City of Jersey City (City) desires to provide citizens with updated, real-time community information and wireless internet at various public locations. The City intends to award a concession contract for the construction and maintenance of kiosks that will include advertising at various public locations. The kiosks will be constructed and maintained at no cost to the City. The City will receive a percentage of the revenue paid to the concession contractor by advertisers.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award concession contracts. N.J.S.A. 40A:11-2(37) defines a concession as, "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit." Since the kiosks will be constructed and maintained at no cost to the City, and because the City will receive a percentage of the advertising revenue that the contractor earns, the City intends to award the kiosk contract as a concession. N.J.A.C. 5:34-9.4(d)(3) specifically identifies this type of contract as a concession. It states, "use of public space or facilities, (such as scoreboards, bus shelter or facility advertising) for advertising in exchange for fees or services, or discounts on services."

The Competitive Contracting Law requires that the City publicly solicit proposals. Pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing procurement of any concession, the Municipal Council must pass a resolution authorizing the procurement of a concession. In addition, pursuant to N.J.A.C. 5:34-9.4(d)(1), the Municipal Council must also obtain from legal counsel an opinion regarding the legality of procuring the concession.

Based upon a review of the statute and regulations governing concession contracts, it is the Law Department's opinion that a contract with a contractor to install and maintain kiosks that include advertising satisfies the definition of a concession. The City will not be paying the contractor for the kiosks because the contractor will charge companies for advertisements, and the City will receive a percentage of the contractor's advertising revenue.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-804

Agenda No. 10.0

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT RELATING TO ELECTRIC VEHICLE CHARGING STATIONS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to reduce vehicle emissions and increase use of zero-emissions vehicles across the City; and

WHEREAS, the City is seeking to increase adoption of electric vehicles by providing charging stations for electric vehicles ("charging stations"); and

WHEREAS, the City requires the services of a private vendor with experience in the construction and maintenance of charging stations, whose cost to the City shall be offset by revenue generated from the sale of electricity or the provision of advertising, or both; and

WHEREAS, it is expected that charging stations will be constructed, installed, and maintained at no cost to the City, and that the City may receive a percentage of the revenue paid to the concession contractor by either customers or advertisers, or by both customers and advertisers; and

WHEREAS, the City does not foresee any risk in awarding this concession because it expects the concession contractor to indemnify the City in connection with the construction and maintenance of the charging stations; and

WHEREAS, the total value of this project to the concession contractor will be comprised of the revenue from customers and/or advertisers concession minus the construction, installation, wiring and maintenance costs; and

WHEREAS, the City will provide a revenue sharing option in the Request for Proposals document (RFP) and will expect that each Respondent indicate the percentage of net revenue to be shared with the City; and

WHEREAS, the award of the concession will be based upon the most advantageous price and other factors that will be identified in the RFP that the City will publicly advertise; and

WHEREAS, the City does not expect to incur any costs in connection with awarding this concession contract; and

WHEREAS, in exchange for awarding this concession, the City shall permit the concession contractor to construct and maintain charging stations with advertising space at various City-owned or right-of-way locations throughout the City; and

WHEREAS, the City intends to use the competitive contracting process to award this contract; and

City Clerk File No. Res. 17-804Agenda No. 10.0 **OCT 11 2017**

TITLE:

**RESOLUTION AUTHORIZING THE USE OF
COMPETITIVE CONTRACTING TO AWARD A
CONCESSION CONTRACT RELATING TO ELECTRIC
VEHICLE CHARGING STATIONS**

WHEREAS, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award a contract for "Concessions"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized to award a contract for a concession that will include the installation of electric vehicle charging stations at various locations in the City.

BD
09/29/17

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | ABSENT | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Resolution**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO
AWARD A CONTRACT FOR A CONCESSION CONTRACT RELATING TO
ELECTRIC VEHICLE CHARGING STATIONS****Initiator**

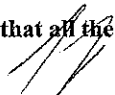
| | | |
|---------------------|---------------------|-----------------------|
| Department/Division | Office of the Mayor | Office of Innovation |
| Name/Title | Arjun Janakiram | Innovation Strategist |
| Phone/email | AJanakiram@jcnj.org | 201-577-1190 |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorizes the use of competitive contracting for a concession in which the City will work with a vendor to install public electric vehicle charging stations at selected locations across the City. The cost of the charging stations shall be offset by either the sale of electricity, the provision of advertising, or both. The construction of electric vehicle charging stations will help encourage adoption of electric vehicles in Jersey City, which will help the City reduce carbon emissions, improve air quality, and meet its climate and sustainability goals.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/3/17
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: City Council Members

FROM: Bhavini A. Doshi, Assistant Corporation Counsel

DATE: September 29, 2017

SUBJECT: Procurement of a concession to construct, install and maintain electric vehicle charging stations at various public locations within the corporate boundaries of the City of Jersey City.

The City of Jersey City (City) desires to provide citizens with electric vehicle (EV) charging stations at various public locations. The City intends to award a concession contract for the construction, installation and maintenance of EV charging stations that will include the sale of goods/services to EV customers and may include advertising at various public locations. The EV charging stations will be constructed, installed and maintained at no cost to the City. The City will include a provision in the Request for Proposals (RFP) for revenue sharing through a percentage of the revenue paid to the concession contractor by EV charging customers and/or advertisers.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award concession contracts. N.J.S.A. 40A:11-2(37) defines a concession as, "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit." Since the EV charging stations will be constructed, installed and maintained at no cost to the City, and because the City may receive a percentage of the revenue from the goods/services charged to the EV customer and/or advertising, the City intends to award the EV charging station contract as a concession. N.J.A.C. 5:34-9.4(d)(3) and (8) specifically identify this type of contract as a concession as it is both: "use of public space or facilities, (such as scoreboards, bus shelter or facility advertising) for advertising in exchange for fees or services, or discounts on services" and "the right to sell goods or services on public property", respectively.

The Competitive Contracting Law requires that the City publicly solicit proposals. Pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing procurement of any concession, the

Municipal Council must pass a resolution authorizing the procurement of a concession. In addition, pursuant to N.J.A.C. 5:34-9.4(d)(1), the Municipal Council must also obtain from legal counsel an opinion regarding the legality of procuring the concession.

Based upon a review of the statute and regulations governing concession contracts, it is the Law Department's opinion that a contract with a contractor to construct, install and maintain EV charging stations that include the sale of goods/services to EV customers and may include advertising satisfies the definition of a concession. The City will not be paying the contractor for the EV charging stations because the contractor will charge customers for EV charging goods/services and may advertise and/or obtain profits from advertising. The City will request a percentage of such revenues in its RFP.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-805

Agenda No. 10.P

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING A CLAIMS RESOLUTION AND SETTLEMENT AGREEMENT WITH MESSEAGEONE INC FOR ACCESS AND EXPORT OF CITY ARCHIVES

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the City of Jersey City (the "City") has been in a contractual dispute with MessageOne, the entity which currently has in its possession/ Jersey City's archival data going back to March 2005; and

WHEREAS, previously, the City entered into a one-year contract with MessageOne on March 23, 2016, via Resolution 16.183 for "support of proprietary computer hardware and software systems" in the amount of \$77,450 (the "Contract"); and

WHEREAS, MessageOne and its predecessor, Dell Marketing, L.P. ("Dell"), have stored the City's electronic data/archives for a number of years, more specifically from March 2005 to present ("City Data"); and

WHEREAS, Aurea Software ("Aurea") manages MessageOne; and

WHEREAS, the City's contract with MessageOne expired in February 2017, the City currently has no contract with MessageOne but needs access to and permanent control over its archival data; and

WHEREAS, MessageOne claims that it is owed overage fees for the City's access to the City Data under the Contract; and

WHEREAS, the City Data must be transferred from MessageOne to another cloud location owned and/or managed by Jersey City; and

WHEREAS, MessageOne has agreed to settle the overages fees and to permit the City to have access to the City Data until February 28, 2017 for a fixed price of \$37,500 (the "Settlement Amount") which access will allow the City to export all of City Data; and

WHEREAS, as part of the settlement agreement, attached in substantially final form as Exhibit A, the City agrees to pay the Settlement Amount upfront; and

City Clerk File No. Res. 17-805Agenda No. 10.P **OCT 11 2017**

TITLE:

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is hereby authorized to execute a settlement agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
2. The total amount of the settlement is **\$37,500**.
3. The Business Administrator and the Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this resolution.

BD
10/03/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | | ABSENT |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING A CLAIMS RESOLUTION AND SETTLEMENT AGREEMENT
WITH MESSAGEONE INC FOR ACCESS AND EXPORT OF CITY ARCHIVES**

Initiator

| | | |
|---------------------|----------------|-------------------------------|
| Department/Division | Law Department | |
| Name/Title | Bhavini Doshi | Assistant Corporation Counsel |
| Phone/email | (201) 547-5178 | Bdoshi@icnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City is in a contract dispute with MessageOne, the carrier of the City's electronic data archives. It is essential that the City have access to and control over its electronic archives. To resolve the matter and to export all of the City archives such that the City will have permanent control and access to such data, the attached Settlement Agreement has been reached.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This is a Settlement Agreement and General Release ("Agreement") by and between: the City of Jersey City ("Jersey City") and MessageOne Inc. ("MessageOne"). Jersey City and MessageOne will sometimes collectively be referred to herein as "the Parties" and individually as a "Party."

RECITALS

WHEREAS, Jersey City entered into a one-year contract with MessageOne on March 23, 2016, via Resolution 16.183 for "support of proprietary computer hardware and software systems" in the amount of \$77,450 (the "Contract"); and

WHEREAS, MessageOne and its predecessor, Dell Marketing, L.P. ("Dell"), have stored Jersey City's electronic data/archives for a number of years, more specifically from March 2005 to present ("City Data"); and

WHEREAS, Jersey City needs continued access to the City Data and must transfer over the City Data from MessageOne to another cloud location owned and/or managed by Jersey City (the "Export Location");

WHEREAS, Jersey City did not desire to renew the Contract with MessageOne and a dispute arose between the Parties with respect to the export of the City Data, enforceability of the automatic renewal language in the Contract and fees for a renewal term and overages which MessageOne claims are owed to it by Jersey City (the "Dispute"); and

WHEREAS, Jersey City had asked MessageOne for other solutions to resolve the matter; and

WHEREAS, MessageOne presented several options to Jersey City including the within settlement that will permit Jersey City to keep access to the archived data until February 28, 2018 and will permit transfer/replication/copy by Jersey City of the City Data to the Export Location; and

WHEREAS, MessageOne also agrees that such settlement includes any outstanding overage costs and/or fee issues and that the license for Jersey City will be retroactive to February 11, 2017; and

WHEREAS, Jersey City has reiterated that continued access to the City Data is essential until all City Data is exported, and Jersey City estimates that it can export all of Jersey City's data in approximately sixty (60) days; and

WHEREAS, the total cost for this Agreement shall be \$37,500 (the "Settlement Amount"); and

WHEREAS, the Parties desire resolve the outstanding Dispute and transfer back to Jersey City the City Data.

NOW THEREFORE, in consideration of the foregoing, and of the promises and mutual covenants herein contained, the parties agree as follows:

I. SETTLEMENT TERMS

A. MessageOne agrees to the following:

1. Grant Jersey City a license to utilize its EMS Archive SaaS Application which will allow Jersey City to access and export all of City Data from the date of receipt of the Settlement Amount until and through February 28, 2018 (the "Term").
2. MessageOne agrees the City Data is the sole property of Jersey City and MessageOne has no ownership or rights whatsoever with regard to such City Data.
3. Permit Jersey City to fully export/replicate/copy all City Data, without caveats or exceptions, to the Export Location at any time, speed and manner as determined by Jersey City. Jersey City intends to move all City Data to the Export Location within two months, however, will be permitted to do so any time prior to expiration of the Term. MessageOne acknowledges that the City utilizes NMS for network support and Dell/PTS migration support (together, "City Third-Party Vendors"). MessageOne acknowledges and accepts that City Third-Party Vendors will be permitted to be involved in the access and export process on behalf of the City. MessageOne acknowledges and accepts that City Third-Party Vendors may assist in export of City Data and that the Third-Party Vendors may not be located at Jersey City's place of business or be in the presence of Jersey City personnel.
4. Cooperate with Jersey City and provide reasonable administrative support, where necessary, to facilitate the access to the City Data and the export of City Data to the Export Location.
5. MessageOne shall complete all purchasing forms as required by the Jersey City Purchasing Department.
6. MessageOne understands that the Jersey City Resolution accompanying this Agreement approved/to be approved by the Municipal Council encumbers the total funds necessary for this Agreement (\$37,500.00) and indicates the availability of funds duly appropriated for these purposes.
7. MessageOne agrees to perform this agreement for a total amount of \$37,500. MessageOne will be entitled to the funds upon approval by City Council.
8. As part of the resolution, MessageOne agrees to waive all other outstanding fees due from Jersey City under the Contract including but not limited to the charges attached hereto as Exhibit A ("Overages").

B. Jersey City agrees to the following:

1. Pay to MessageOne, after approval by City Council, the Settlement Amount, which amount includes all labor, service hours, materials, charges, fees, expenses, etc. No additional costs for any reason whatsoever will be acceptable.

2. Jersey City understands and agrees that MessageOne is not responsible for any loss or corruption of the City Data resulting from the export.
3. At no added cost or charge to Jersey City, Jersey City or its City Third-Party Vendor shall utilize MessageOne's data extraction tool or other such MessageOne standard extraction tools and / or dashboards as directed by MessageOne to perform the extraction of City Data.
4. Jersey City acknowledges that MessageOne has no control over the speed at which the Export Location's equipment, services and/or network can ingest the City Data. Accordingly, MessageOne is not responsible for any delays caused by Jersey City or the Export Location.
5. Additionally, Jersey City acknowledges that MessageOne does not and cannot control the flow of data to or from MessageOne's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Jersey City's or MessageOne's connections to the Internet (or portions thereof). Although MessageOne will use reasonable efforts to take actions it deems appropriate to remedy and avoid such events, MessageOne cannot guarantee that such events will not occur. Accordingly, MessageOne disclaims any and all liability resulting from or related to such events.

C. The Parties agrees to the following:

1. The Agreement is supplemented by the MessageOne "Software as a Service" Terms and Conditions and accompanying Support Addendum attached hereto as **Exhibit B** and which are incorporated herein in their entirety ("MessageOne Software Terms").
2. In the event of a conflict between the terms of this Agreement and the MessageOne Software Terms, the terms of this Agreement shall prevail.

II. SUFFICIENCY OF CONSIDERATION

- A. The Parties acknowledge and agree that the consideration provided by Jersey City, i.e., the Settlement Amount, and by MessageOne, as set forth above, to each other pursuant to this Agreement constitutes good and valuable consideration for the general release and the other promises and terms in this Agreement.
- B. MessageOne understands and agrees that it is not eligible for or entitled to any other benefit or consideration from Jersey City except as provided in this Agreement.

III. MUTUAL RELEASE

- A. In exchange for the Settlement Terms set forth above in Section I, and upon receipt of the Settlement Amount, the MessageOne, and its subsidiaries, affiliates, agents, successors and assigns agree, intending to be legally bound, to the maximum extent permitted by law, to release and forever discharge Jersey City and its subsidiaries, affiliates, divisions, agents, servants, officers, directors,

employees, insurers, benefit plan fiduciaries, agents, or successors (collectively, the "Jersey City Released Parties") individually and collectively, from any and all claims, causes of action, complaints, lawsuits or liabilities of any kind (collectively "the Jersey City Claims"), which MessageOne, its agents, successors, assigns, heirs, agents, administrators or executors may have against the Jersey City Released Parties that exist as of the date this Agreement is signed.

- B. In exchange for the Settlement Terms set forth above in Section I, the Jersey City agrees, intending to be legally bound, to the maximum extent permitted by law, to release and forever discharge the MessageOne and its subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, agents, or successors (collectively, the "MessageOne Released Parties") individually and collectively, from any and all claims, causes of action, complaints, lawsuits or liabilities of any kind (collectively "the MessageOne Claims"), which the Jersey City, agents, successors, assigns, heirs, agents, administrators or executors may have against the MessageOne Released Parties that exist as of the date this Agreement is signed.
- C. By agreeing to this Mutual Release, the Parties are waiving, to the maximum extent permitted by law, any and all Jersey City Claims and MessageOne Claims (together, the "Released Claims") which it has or may have against the Jersey City Released Parties and/or the MessageOne Released Parties (together, the "Released Parties") arising out of or relating to any conduct, matter, event or omission existing or occurring prior to their signing of this Agreement, including but not limited to the following:
 - 1. any Claims relating to or arising out of Jersey City's contracts with MessageOne (including MessageOne's assigned contracts from or to Dell);
 - 2. any Claims for reimbursement of expenses of any kind;
 - 3. any Claims for attorneys' fees, costs or expenses; and
 - 4. any Claims related to the Dispute or the Overages.

IV. COVENANT NOT TO SUE

- A. The Parties agree not to file or initiate a lawsuit in any court, initiate an arbitration proceeding, or opt into any collective action or class action, asserting any of the Released Claims against any of the Released Parties.
- B. The Parties agree that if one Party breaches this Section, the other Party shall be entitled to any legal fees that it incurs.

V. NO ADMISSION OF WRONGDOING

The Parties agree that this Agreement does not constitute an admission by Jersey City, MessageOne or any of the Released Parties of any of the matters alleged in the Dispute or of any violation by them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this

Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Jersey City or any of its subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, agents, or successors, or by MessageOne, or any of its subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, agents, or successors.

VI. TERMINATION OF THE CONTRACT

The Parties agree and understand that except for provisions that by their terms survive termination, the Contract is terminated and the Parties only obligations to one another as of the Effective Date hereof stem from this Agreement.

VII. NON-DISPARAGEMENT

Jersey City, on the one hand, and MessageOne, on the other hand, acknowledge and agree that each shall not hereafter utter, publish, disclose or convey to any person or entity, any negative or disparaging comment about the other, or do anything that a reasonable person would expect to diminish, disparage or constrain the good will or good reputation of the other.

VIII. GOVERNING LAW

This Agreement shall be governed by and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.

IX. COUNTERPARTS

This Agreement may be executed in counterparts and by facsimile or pdf/electronic signature by the undersigned and all such counterparts so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all parties hereto; and each such counterpart shall be deemed to be an original, binding the party subscribed thereto, and multiple signature pages (including facsimiles of signature pages) affixed to a single copy of this Agreement shall be deemed to be a fully executed original Agreement.

X. SECTION HEADINGS

Section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision herein.

XI. SEVERABILITY

Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

XII. ENTIRE AGREEMENT

This Agreement, including all attached Exhibits, sets forth the entire agreement between the parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Jersey City's Corporation Counsel and MessageOne's counsel.

AGREED AND ACCEPTED:

CITY OF JERSEY CITY

Date: _____

BY: _____

NAME: _____

TITLE: _____

AGREED AND ACCEPTED:

MESSAGEONE, INC.

Date: _____

BY: _____

NAME: Andrew S. Price

TITLE: CFO

EXHIBIT A

The following terms apply to the Settlement Agreement entered into by and between the City of Jersey City ("Customer") and the MessageOne, Inc. ("Service Provider"). Capitalized terms used but not defined in this document have the meanings assigned to them in the Settlement Agreement.

Language: The services are provided in English.

1. DEFINITIONS

"Support" means the support services to be provided by the Service Provider to the Customer in accordance with this Addendum.

"Response Time Goal" means the time period in which the assigned support resource shall endeavour to provide Customer with an initial technical response as a result of an issue reported by Customer.

"Term" means the duration set forth in the Settlement Agreement.

2. SUPPORT

Support includes the following during the applicable Term:

2.1 **"Support" Defined.** Support consists of assistance via the Internet or telephone with respect to use of the Application and to resolve issues limited to those set forth in the Settlement Agreement. Support cases are tracked and managed through access to a Call Management System operated by Service Provider's support center (the "Customer Support Portal"). Basic Support is available Monday through Friday from 8 am to 6 pm, Customer's local time, excluding local holidays.

2.2 **Severity Classification.** Issues are classified according to severity of impact on the use of the Application, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Basic Support Response Time Goals

| Severity | Impact | Response Time Goal |
|----------|--|--|
| 1 | Production system is down impacting all applications and associated business systems. No Workaround exists. | 1 business day (via the Customer Support Portal) |
| 2 | Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables. | 2 business days |
| 3 | General product questions relating to development, feature issues, or documentation. | 4 business days |

EXHIBIT B

These 'Software as a Service' Terms and Conditions ("SaaS Terms") supplement the Settlement Agreement and set forth the terms and conditions under which MessageOne, Inc. ("MessageOne") will provide the City of Jersey City ("Customer") with access to certain applications as set forth on the Settlement Agreement ("Application(s)") and user documentation that MessageOne makes generally available in hard copy or electronic form to its general customer base in conjunction with the licensing of such Applications ("Documentation"). The Applications and the Documentation shall hereinafter collectively be referred to as the "Software."

1. LICENSE GRANT AND RIGHT OF USE

- 1.1. **License Grant.** Subject to all limitations and restrictions contained herein and the Settlement Agreement, MessageOne grants Customer a subscription, software as a service ("SaaS"), nonexclusive, and nontransferable right to access and operate the object code form of Applications (and use its Documentation) as hosted by MessageOne as described in the Settlement Agreement ("Use") and solely to perform those functions described in the Documentation. For clarity, an "Application" means MessageOne's proprietary software that is specifically licensed to Customer pursuant to a Settlement Agreement.
- 1.2. **Use.** Customer shall have a limited right and license to Use the Application solely for its internal business purposes, to perform the functions described in the Documentation. Customer shall not allow any website that is not fully owned by Customer to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Application. Customer shall not allow any website, that is not fully owned by Customer, to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Software. Unless otherwise expressly permitted in the Settlement Agreement and subject to Section **Error! Reference source not found.**, Customer shall not permit any subsidiaries, affiliated companies, or third parties to access the Software.
- 1.3. **License Type.** Unless otherwise specifically stated in the Settlement Agreement, the type of license granted is a Named User Subscription. A "Named User Subscription" means that the Software licensed pursuant to the Settlement Agreement may be Used by a limited number of individual users, each identified by a unique user id (the "Named User"), the maximum number of which is specified in the Settlement Agreement. Customer may designate different Named Users at any time without notice to MessageOne so long as the permitted number of Named Users is not exceeded. If the Settlement Agreement identifies the scope of the license to be a "Site Subscription," a "Site Subscription" means that the Software licensed pursuant to the Settlement Agreement may be Used by

an unlimited number of individual users solely for the internal Use and benefit of Customer, subject to the terms of these SaaS Terms. A "Device Subscription" means that the Software licensed pursuant to the Settlement Agreement may be Used on the number of devices indicated in the Settlement Agreement. A "Server Subscription" means that the Software licensed pursuant to the Settlement Agreement may be Used on no more than the number of servers indicated in the Settlement Agreement. The scope of any license other than a Named User Subscription, Site Subscription, Device Subscription, or Server Subscription must be expressly designated and defined in detail in a Settlement Agreement. In no event will any of the licenses denoted above be construed to mean a concurrent user license.

- 1.4. **Additional Restrictions.** In no event shall Customer disassemble, decompile, or reverse engineer the Application or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Application from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Application by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Application's operation and creating the original source code or any approximation thereof by, for example, studying the Application's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Application that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof shall be deemed Confidential Information subject to the requirements of these SaaS Terms. Customer may use MessageOne's Confidential Information solely in connection with the Application and pursuant to the terms of these SaaS Terms.
- 1.5. **Authorized Users.** Unless otherwise specifically provided in the Settlement Agreement, "Authorized Users" will only consist of: (i) employees of Customer, and (ii) subject to Section 5, "Confidentiality," third

party contractors of Customer who do not compete with MessageOne ("Permitted Contractors"). Permitted Contractors may Use the Software only at Customer's place of business or in the presence of Customer personnel. Customer is fully liable for the acts and omissions of Permitted Contractors under the SaaS Terms and applicable Settlement Agreement.

2. PAYMENT

2.1. **Fees.** Customer shall pay MessageOne the fees indicated in the Settlement Agreement.

2.2. **Taxes.** The license, service fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse MessageOne and hold MessageOne harmless for all sales, use, VAT, excise, property or other taxes or levies which MessageOne is required to collect or remit to applicable tax authorities. This provision does not apply to MessageOne's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished MessageOne with a valid tax exemption certificate.

3. HOSTING

3.1. **Service Availability.** During the Term of the applicable SaaS Subscription Agreement MessageOne will use reasonable efforts to make the services available to Customer.

3.2. **Support Services.** Upon payment of the relevant fees in the Settlement Agreement, Customer may receive certain support services for the Application pursuant to 'Description of Support Addendum for SaaS.'

3.3. **Third Parties.** MessageOne shall have the right to use third parties, including, but not limited to, employees of MessageOne's affiliates and subsidiaries ("Subcontractors") in performance of its obligations and services hereunder and, for purposes of this Section, all references to MessageOne or its employees shall be deemed to include such Subcontractors.

3.4. **Technical Data.** Customer shall not provide to MessageOne any technical data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to MessageOne has been reviewed and scrubbed so that all technical data and other sensitive information relevant to Customer's ITAR regulated project has been removed and the information provided is only relevant to bug reports on MessageOne products.

4. OWNERSHIP

4.1. **Reservation of Rights.** By signing the Settlement Agreement, Customer irrevocably acknowledges that, subject to the licenses granted herein, Customer has no ownership interest in the Software or MessageOne materials provided to Customer. MessageOne shall own all right, title, and interest in such Software and MessageOne materials, subject to any limitations associated with intellectual property rights of third parties. MessageOne reserves all rights not specifically granted herein.

4.2. **Marks and Publicity.** MessageOne and Customer trademarks, trade names, service marks, and logos, whether or not registered ("Marks"), are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein.

5. CONFIDENTIALITY

5.1. **Definition.** "Confidential Information" includes all information marked pursuant to this Section and disclosed by either party, before or after the Effective Date, and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term 'Confidential Information' does not include any personally identifiable information. Obligations with respect to such information (if any) are set forth in the 'Global Data Privacy Addendum.'

5.2. **Confidentiality of Software.** All Confidential Information in tangible form shall be marked as "Confidential" or the like or, if intangible (e.g., orally disclosed), shall be designated as being confidential at the time of disclosure and shall be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing, the following is deemed MessageOne Confidential Information with or without such marking or written confirmation: (i) the Software and other related materials furnished by MessageOne; and, (ii) the oral and visual information relating to the Application.

5.3. **Exceptions.** Without granting any right or license, the obligations of the parties hereunder shall not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

5.4. **Ownership of Confidential Information.** Nothing in these SaaS Terms shall be construed to convey any title or ownership rights to the Software or other Confidential Information to Customer or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the MessageOne's Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy,

reproduce or distribute the Confidential Information except as expressly permitted in these SaaS Terms. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

- 5.5. **Non-Disclosure.** Each party agrees at all times to keep strictly confidential all Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees or Subcontractors who: (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section.
- 5.6. **Injunctive Relief.** Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party shall be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.
- 5.7. **Suggestions/Improvements to Software.** Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other MessageOne materials provided to Customer shall be owned by MessageOne, and Customer hereby agrees to assign any such rights to MessageOne. Nothing in these SaaS Terms shall preclude MessageOne from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by MessageOne in the performance of services hereunder.
- 6. WARRANTY**
- 6.1. **No Malicious Code.** To the knowledge of MessageOne, the Application does not contain any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter the Application, or which could reveal, damage, destroy, or alter any data or other information accessed through or processed by the Application in any manner. This warranty will be considered part of and covered under the Support and Enhancement Services provisions of the SaaS Terms. Customer must: (i) notify MessageOne promptly in writing of any nonconformance under this warranty; (ii) provide MessageOne with reasonable opportunity to remedy any nonconformance under the Support and Enhancement Services provisions; and (iii) provide reasonable assistance in identifying and remedying any nonconformance.
- 6.2. **Authorized Representative.** Customer and MessageOne warrant that each has the right to enter into these SaaS Terms and that the SaaS Terms and Settlement Agreements executed hereunder shall be

executed by an authorized representative of each entity.

- 6.3. **Services Warranty.** MessageOne warrants that all services performed hereunder shall be performed in a workmanlike and professional manner.
- 6.4. **Disclaimer of Warranties.** ANY AND ALL OF SOFTWARE, SERVICES, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY MESSAGEONE TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE SAAS TERMS. MESSAGEONE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- 6.5. **Modifications.** Notwithstanding anything to the contrary in this Section, any and all warranties under these SaaS Terms are VOID if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of MessageOne.
- 7. INDEMNIFICATION**
- 7.1. **MessageOne Indemnity.** MessageOne will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Software, as hosted by MessageOne to Customer, infringes a United States patent, copyright, or trade secret of a third party. MessageOne will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by MessageOne. Customer may retain its own counsel at Customer's own expense.
- 7.2. **No Liability.** MessageOne shall have no liability for any claim of infringement based on: (i) Software which has been modified by parties other than MessageOne where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Application in conjunction with data where use with such data gave rise to the infringement claim; or (iii) Customer's use of the Software outside the permitted scope of these SaaS Terms.
- 7.3. **Remedies.** Should the Software become, or in MessageOne's opinion is likely to become, the subject of a claim of infringement, MessageOne may, at its option, (i) obtain the right for Customer to continue using the Software, (ii) replace or modify the Software so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the access and Use of the Software. Upon such termination, Customer shall cease accessing the Software and MessageOne will refund to Customer, as Customer's sole remedy for such license termination, the subscription fees paid by Customer for the terminated license for the past twelve (12) months. THIS SECTION 7 STATES THE ENTIRE

The following terms apply to the Settlement Agreement entered into by and between the City of Jersey City ("Customer") and the MessageOne, Inc. ("Service Provider"). Capitalized terms used but not defined in this document have the meanings assigned to them in the Settlement Agreement.

Language: The services are provided in English.

1. DEFINITIONS

"Support" means the support services to be provided by the Service Provider to the Customer in accordance with this Addendum.

"Response Time Goal" means the time period in which the assigned support resource shall endeavour to provide Customer with an initial technical response as a result of an issue reported by Customer.

"Term" means the duration set forth in the Settlement Agreement.

2. SUPPORT

Support includes the following during the applicable Term:

2.1 "Support" Defined. Support consists of assistance via the Internet or telephone with respect to use of the Application and to resolve issues limited to those set forth in the Settlement Agreement. Support cases are tracked and managed through access to a Call Management System operated by Service Provider's support center (the "Customer Support Portal"). Basic Support is available Monday through Friday from 8 am to 6 pm, Customer's local time, excluding local holidays.

2.2 Severity Classification. Issues are classified according to severity of impact on the use of the Application, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Basic Support Response Time Goals

| Severity | Impact | Response Time Goal |
|----------|--|--|
| 1 | Production system is down impacting all applications and associated business systems. No Workaround exists. | 1 business day (via the Customer Support Portal) |
| 2 | Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables. | 2 business days |
| 3 | General product questions relating to development, feature issues, or documentation. | 4 business days |

LIABILITY OF MESSAGEONE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SOFTWARE.

- 7.4. **Customer Indemnity.** Customer agrees to defend, indemnify, and hold MessageOne and its officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Customer's: (i) breach of any of its obligations set forth in Section 10, "Customer Obligations;" and/or (ii) Customer's gross negligence or willful misconduct.
- 7.5. **Indemnification Procedures.** Each indemnifying party's obligations as set forth in this Section are subject to the other party: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation in good faith in the defense of any such claim.
8. **LIMITATION OF LIABILITY**
- 8.1. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MESSAGEONE BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.
- 8.2. **Disclaimer of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MESSAGEONE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.
- 8.3. THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
9. **TERM AND TERMINATION**
- 9.1. **Subscription Term.** The term of these SaaS Terms will continue until the termination of the last Settlement Agreement.
- 9.2. **Termination by MessageOne.** These SaaS Terms and any license created hereunder may be terminated by MessageOne: (i) if Customer fails to make any payments due hereunder within fifteen (15) days of the due date; (ii) on thirty (30) days written notice to Customer if Customer fails to perform any other

material obligation required of it hereunder, and such failure is not cured within such thirty (30) day period; or (iii) Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

- 9.3. **Termination by Customer.** These SaaS Terms may be terminated by Customer on ninety (90) days written notice to MessageOne if MessageOne fails to perform any material obligation required of it hereunder, and such failure is not cured within ninety (90) days from MessageOne's receipt of Customer's notice or a longer period if MessageOne is working diligently towards a cure.
- 9.4. **Effect of Termination.** Upon termination of the SaaS Terms, Customer shall no longer access the Software and Customer shall not circumvent any security mechanisms contained therein.
- 9.5. **Other Remedies.** Termination of SaaS Terms shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under these SaaS Terms.
10. **CUSTOMER OBLIGATIONS**
- 10.1. Customer agrees that no employees of MessageOne shall be required to individually sign any agreement in order to perform any services hereunder including, but not limited to, access agreements, security agreements, facilities agreements or individual confidentiality agreements.
- 10.2. Customer agrees to comply with all applicable laws, regulations, and ordinances relating to these SaaS Terms. Customer shall ensure that each Web site for which the Application is engaged contains or is linked to a privacy policy that governs its data collection and use practices.
- 10.3. The Customer shall be obliged to inform its Authorized Users before the beginning of use of the Software about the rights and obligations set forth in these SaaS Terms. The Customer shall be liable for any violation of obligations by its Authorized Users or by other third parties who violate obligations within the Customer's control.
- 10.4. The Customer shall be obliged to keep the login names and the passwords required for the use of the Application confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to observe copyright regulations. Personal access data must be changed at regular intervals.
- 10.5. Before entering its data and information, the Customer shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Customer itself shall be responsible for the entry and the maintenance of its data.

10.6. In the case of serious violations of the duties according to this sub-paragraph on the part of the Customer, MessageOne shall be entitled to block access to the Software.

11. MISCELLANEOUS

11.1. **Assignment.** Customer may not assign these SaaS Terms or otherwise transfer any license created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of MessageOne. Any purported assignment of these SaaS Terms, or any license or rights in violation of this Section will be deemed void.

11.2. **Compliance with Laws.** Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these SaaS Terms.

11.3. **Survival.** The provisions set forth in Sections 2, 4, 5, 6.4, 8, 9.3, 9.4 and 11 of these SaaS Terms shall survive termination or expiration of these SaaS Terms and any applicable license hereunder.

11.4. **Notices.** Any notice required under these SaaS Terms shall be given in writing and shall be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Settlement Agreement or to such other address as the parties may designate in writing. Any notice of material breach shall clearly define the breach including the specific contractual obligation that has been breached.

11.5. **Force Majeure.** MessageOne shall not be liable to Customer for any delay or failure of MessageOne to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of MessageOne. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.

11.6. **Restricted Rights.** Use of the Software by or for the United States Government is conditioned upon the Government agreeing that the Software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the Software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.

11.7. **Modifications.** The parties agree that these SaaS Terms cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

11.8. **Nonsolicitation.** During the term of these SaaS Terms and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit, the services of any employee or Subcontractor of MessageOne without the prior written consent of MessageOne. Customer further agrees not to hire,

solicit, nor attempt to solicit, the services of any former employee or Subcontractor of MessageOne for a period of one (1) year from such former employee's or Subcontractor's last date of service with MessageOne. Violation of this provision shall entitle MessageOne to liquidated damages against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation.

11.9. **Headings.** Headings are for reference purposes only, have no substantive effect, and shall not enter into the interpretation hereof.

11.10. **No Waiver.** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

11.11. **Severability and Reformation.** Each provision of these SaaS Terms is a separately enforceable provision. If any provision of the SaaS Terms is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for the SaaS Terms to remain in effect in accordance with its terms as modified by such reformation.

11.12. **Independent Contractor.** MessageOne is an independent contractor and nothing in these SaaS Terms shall be deemed to make MessageOne an agent, employee, partner, or joint venturer of Customer. Neither party shall have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

11.13. **UCITA.** The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these SaaS Terms.

11.14. **Dispute Resolution.**

Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties.

Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The language to be used in the mediation will be English. Mediation will be held in Austin, Texas, USA.

Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation

shall be pursued by Customer for any breach of these SaaS Terms until and unless MessageOne has had an opportunity to cure any alleged breach. Customer agrees to provide MessageOne with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by MessageOne to resolve the failure. MessageOne shall have thirty (30) days from MessageOne's receipt of Customer's notice to complete the cure.

Injunctive Relief. The choice of venue does not prevent a party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations. For clarity, the parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief as necessary, without breach of this Section and without abridgment of the powers of the mediator.

- 11.15. **Country-Specific Terms.** The country-specific provisions described in the Country-Specific Terms Addendum replace or supplement the equivalent provisions above as noted therein where the Customer is located in one of the countries identified in the Addendum and, in any case, where the law of the jurisdiction listed in the Addendum gets applied.

MessageOne®

Sales Invoice

MessageOne Inc.

401 Congress Ave #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-1690
INVOICE DATE: 09/30/2016
DUE DATE: 10/30/2016

BILL City of Jersey City
TO: 1 Journal Square Plaza 3rd Floor, IT Division
Jersey City, NJ 07306
United States

SHIP City of Jersey City
TO: Information Technology
1 Journal Square Plaza 3rd Floor
Jersey City, NJ 07306
United States

| PURCHASE ORDER # | | PO DATE | PAYMENT TERMS | | SHIP DATE |
|---|---|-------------|---------------|------------|------------|
| City of Jersey City 2016 SaaS Renewal - C/BB/A/S | | 30-Sep-2016 | Net 30 days | | 10/30/2016 |
| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
| M1 Variable Overages | Email Archive overages for Apr'16 -Qty:66 | Each | 1 | \$212.81 | \$212.81 |
| M1 Variable Overages | Email Continuity overages for Apr'16 - Qty:65 | Each | 1 | \$137.21 | \$137.21 |
| SUBTOTAL | | | | | \$350.02 |
| Sales Tax | | | | | \$0.00 |
| 1) NEW JERSEY NJ STATE TAX (0) | | | | | \$0.00 |
| VAT | | | | | \$0.00 |
| VAT/Sales Tax | | | | | \$0.00 |
| TOTAL | | | | | \$350.02 |

TOTAL PAID : \$0.00

TOTAL BALANCE DUE : \$ 350.02

| CURRENT | 1 - 30 DAYS OVERDUE | 31 - 60 DAYS OVERDUE | 61 - 90 DAYS OVERDUE | 91 - 120 DAYS OVERDUE | 121 DAYS OVERDUE | TOTAL |
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 96,810.00 | | 96,810.00 |

| REMIT CHECK TO: | | ACH/WIRE IN USD & OTHER CURRENCIES | |
|----------------------|----------------|------------------------------------|--|
| MESSAGEONE INC. | Bank | : | Comerica Bank |
| PO BOX 671116 | Account number | : | 1881815904 |
| DALLAS TX 75267-1116 | ABA/ROUTING # | : | 111000753 |
| UNITED STATES | SWIFT | : | MNBDUS33 |
| | Bank Address | : | 300 West, 6th St. #1300 Austin, TX 78701 USA |

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billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 09/30/2016 Terms: Net 30 days Ship Date: 10/30/2016 Customer ID: CUS-86195

MessageOne®

Sales Invoice

MessageOne Inc.

401 Congress Ave #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-1800
INVOICE DATE: 09/30/2016
DUE DATE: 10/30/2016

BILL City of Jersey City
TO: 1 Journal Square Plaza 3rd Floor, IT Division
Jersey City, NJ 07306
United States

SHIP City of Jersey City
TO: Information Technology
1 Journal Square Plaza 3rd Floor
Jersey City, NJ 07306
United States

| PURCHASE ORDER # | PO DATE | PAYMENT TERMS | SHIP DATE |
|---|-------------|---------------|------------|
| City of Jersey City 2016 SaaS Renewal - C/BB/A/S | 30-Sep-2016 | Net 30 days | 10/30/2016 |

| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|--------------------------------------|---|------|-----|------------|----------|
| M1 Variable Overages | Email Archive overages for May'16 - Qty:60 | Each | 1 | \$193.46 | \$193.46 |
| M1 Variable Overages | Continuity add-on overages for May'16 - Qty:947 | Each | 1 | \$0.00 | \$0.00 |
| M1 Variable Overages | Email Continuity overages for May'16 - Qty:57 | Each | 1 | \$120.32 | \$120.32 |
| M1 Variable Overages | Email Storage for May'16 - Qty:0 | Each | 1 | \$0.00 | \$0.00 |
| SUBTOTAL | | | | | \$313.78 |
| Sales Tax | | | | | \$0.00 |
| 1) NEW JERSEY NJ STATE TAX (0) | | | | | \$0.00 |
| VAT | | | | | \$0.00 |
| VAT/Sales Tax | | | | | \$0.00 |
| TOTAL | | | | | \$313.78 |

TOTAL PAID : \$0.00

TOTAL BALANCE DUE : \$ 313.78

| CURRENT | 1 - 30 DAYS OVERDUE | 31 - 60 DAYS OVERDUE | 61 - 90 DAYS OVERDUE | 91 - 120 DAYS OVERDUE | 121 DAYS OVERDUE | TOTAL |
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 96,810.00 | | 96,810.00 |

REMIT CHECK TO:

ACH/WIRE IN USD & OTHER CURRENCIES

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billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 09/30/2016 Terms: Net 30 days Ship Date: 10/30/2016 Customer ID: CUS-86195



Sales Invoice

MessageOne Inc.

401 Congress Ave #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-1800
INVOICE DATE: 09/30/2016
DUE DATE: 10/30/2016

MESSAGEONE INC.

PO BOX 671116
DALLAS TX 75267-1116
UNITED STATES

Bank : Comerica Bank
Account number : 1881815904
ABA/ROUTING # : 111000753
SWIFT : MNBDUS33
Bank Address : 300 West, 6th St. #1300 Austin, TX 78701 USA

"All software is delivered electronically."

If you have any questions concerning this invoice send in your queries to
billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 09/30/2016 Terms: Net 30 days Ship Date: 10/30/2016 Customer ID: CUS-86195

MessageOne®

Sales Invoice

MessageOne Inc.

401 Congress Ave #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-1910
INVOICE DATE: 09/30/2016
DUE DATE: 10/30/2016

BILL TO: City of Jersey City
1 Journal Square Plaza 3rd Floor, IT Division
Jersey City, NJ 07306
United States

SHIP TO: City of Jersey City
Information Technology
1 Journal Square Plaza 3rd Floor
Jersey City, NJ 07306
United States

| PURCHASE ORDER # | PO DATE | PAYMENT TERMS | SHIP DATE |
|---|-------------|---------------|------------|
| City of Jersey City 2016 SaaS Renewal - C/BB/A/S | 30-Sep-2016 | Net 30 days | 10/30/2016 |

| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|--------------------------------------|---|------|-----|------------|----------|
| M1 Variable Overages | Email Archive overages for Jun'16 - Qty:64 | Each | 1 | \$206.35 | \$206.36 |
| M1 Variable Overages | Continuity add-on overages for Jun'16 - Qty:954 | Each | 1 | \$0.00 | \$0.00 |
| M1 Variable Overages | Email Continuity overages for Jun'16 - Qty:64 | Each | 1 | \$135.09 | \$135.10 |
| M1 Variable Overages | Email Storage overages for Jun'16 - Qty:#N/A | Each | 1 | \$0.00 | \$0.00 |
| SUBTOTAL | | | | | \$341.46 |
| Sales Tax | | | | | \$0.00 |
| 1) NEW JERSEY NJ STATE TAX (0) | | | | | \$0.00 |
| VAT | | | | | \$0.00 |
| VAT/Sales Tax | | | | | \$0.00 |
| TOTAL | | | | | \$341.46 |

TOTAL PAID : \$0.00

TOTAL BALANCE DUE : \$ 341.46

| CURRENT | 1 - 30 DAYS OVERDUE | 31 - 60 DAYS OVERDUE | 61 - 90 DAYS OVERDUE | 91 - 120 DAYS OVERDUE | 121 DAYS OVERDUE | TOTAL |
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 96,810.00 | | 96,810.00 |

| REMIT CHECK TO: | ACH/WIRE IN USD & OTHER CURRENCIES |
|-----------------|------------------------------------|
|-----------------|------------------------------------|

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billings@aura.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 09/30/2016 Terms: Net 30 days Ship Date: 10/30/2016 Customer ID: CUS-86195



Sales Invoice

MessageOne Inc.

401 Congress Ave #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-1910
INVOICE DATE: 09/30/2016
DUE DATE: 10/30/2016

MESSAGEONE INC.

PO BOX 671116
DALLAS TX 75267-1116
UNITED STATES

Bank : Comerica Bank
Account number : 1881815904
ABA/ROUTING # : 111000753
SWIFT : MNBDUS33
Bank Address : 300 West, 6th St. #1300 Austin, TX 78701 USA

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If you have any questions concerning this invoice send in your queries to
billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 09/30/2016 Terms: Net 30 days Ship Date: 10/30/2016 Customer ID: CUS-86195

MessageOne[®]

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2043
INVOICE DATE: 10/13/2016
DUE DATE: 11/12/2016

BILL TO: City of Jersey City
1 Journal Square Plaza 3rd Floor, IT Division
Jersey City, NJ 07306
United States

SHIP TO: City of Jersey City
Information Technology
1 Journal Square Plaza 3rd Floor
Jersey City, NJ 07306
United States

| PURCHASE ORDER # | PO DATE | PAYMENT TERMS | SHIP DATE |
|---|-------------|---------------|------------|
| City of Jersey City 2016 SaaS Renewal - C/BB/A/S | 13-Oct-2016 | Net 30 days | 11/12/2016 |

| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|--------------------------------------|--|------|-----|------------|----------|
| M1 Variable Overages | Email Archive overages for July'16 - Qty: 76 | Each | 1 | \$245.05 | \$245.05 |
| M1 Variable Overages | Continuity Add- on overages for July'16 - Qty: 966 | Each | 1 | \$0.00 | \$0.00 |
| M1 Variable Overages | Email Continuity overages for July'16 - Qty: 76 | Each | 1 | \$160.43 | \$160.43 |
| M1 Variable Overages | Blackberry Device overages for July'16 - Qty: 0 | Each | 1 | \$0.00 | \$0.00 |
| M1 Variable Overages | Email Storage overages for July'16 - Qty: 0 | Each | 1 | \$0.00 | \$0.00 |
| SUBTOTAL | | | | | \$405.48 |
| Sales Tax | | | | | \$0.00 |
| 1) NEW JERSEY NJ STATE TAX (0) | | | | | \$0.00 |
| VAT | | | | | \$0.00 |
| VAT/Sales Tax | | | | | \$0.00 |
| TOTAL | | | | | \$405.48 |

TOTAL PAID : \$0.00

TOTAL BALANCE DUE : \$ 405.48

| CURRENT | 1 - 30 DAYS OVERDUE | 31 - 60 DAYS OVERDUE | 61 - 90 DAYS OVERDUE | 91 - 120 DAYS OVERDUE | 121 DAYS OVERDUE | TOTAL |
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 96,810.00 | | 96,810.00 |

REMIT CHECK TO:

ACH/WIRE IN USD & OTHER CURRENCIES

"All software is delivered electronically."

If you have any questions concerning this invoice send in your queries to
billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 10/13/2016 Terms: Net 30 days Ship Date: 11/12/2016 Customer ID: CUS-86195

MessageOne

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2043
INVOICE DATE: 10/13/2016
DUE DATE: 11/12/2016

MESSAGEONE INC.

PO BOX 671116
DALLAS TX 75267-1116
UNITED STATES

Bank : Comerica Bank
Account number : 1881815904
ABA/ROUTING # : 111000753
SWIFT : MNBDUS33
Bank Address : 300 West, 6th St. #1300 Austin, TX 78701 USA

"All software is delivered electronically."

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billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 10/13/2016 Terms: Net 30 days Ship Date: 11/12/2016 Customer ID: CUS-86195

MessageOne[®]

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2123
INVOICE DATE: 10/14/2016
DUE DATE: 11/13/2016

BILL City of Jersey City
TO: 1 Journal Square Plaza 3rd Floor, IT Division
Jersey City, NJ 07306
United States

SHIP City of Jersey City
TO: Information Technology
1 Journal Square Plaza 3rd Floor
Jersey City, NJ 07306
United States

| PURCHASE ORDER # | | PO DATE | PAYMENT TERMS | | SHIP DATE |
|---|---|-------------|---------------|------------|------------|
| City of Jersey City 2016 SaaS Renewal - C/BB/A/S | | 14-Oct-2016 | Net 30 days | | 11/13/2016 |
| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
| M1 Variable Overages | Email Archive overages for Aug'16 - Qty: 92 | Each | 1 | \$296.64 | \$296.64 |
| M1 Variable Overages | Continuity Add- on overages for Aug'16 - Qty: 976 | Each | 1 | \$0.00 | \$0.00 |
| M1 Variable Overages | Email Continuity overages for Aug'16 - Qty: 86 | Each | 1 | \$181.53 | \$181.54 |
| M1 Variable Overages | Blackberry Device overages for Aug'16 - Qty: 0 | Each | 1 | \$0.00 | \$0.00 |
| M1 Variable Overages | Email Storage overages for Aug'16 - Qty: 0 | Each | 1 | \$0.00 | \$0.00 |
| SUBTOTAL | | | | | \$478.18 |
| Sales Tax | | | | | \$0.00 |
| 1) NEW JERSEY NJ STATE TAX (0) | | | | | \$0.00 |
| VAT | | | | | \$0.00 |
| VAT/Sales Tax | | | | | \$0.00 |
| TOTAL | | | | | \$478.18 |

TOTAL PAID : \$0.00

TOTAL BALANCE DUE : \$ 478.18

| CURRENT | 1 - 30 DAYS OVERDUE | 31 - 60 DAYS OVERDUE | 61 - 90 DAYS OVERDUE | 91 - 120 DAYS OVERDUE | 121 DAYS OVERDUE | TOTAL |
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 96,810.00 | | 96,810.00 |

REMIT CHECK TO:

ACH/WIRE IN USD & OTHER CURRENCIES

"All software is delivered electronically."

If you have any questions concerning this invoice send in your queries to
billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 10/14/2016 Terms: Net 30 days Ship Date: 11/13/2016 Customer ID: CUS-86195

MessageOne[®]

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2123
INVOICE DATE: 10/14/2016
DUE DATE: 11/13/2016

MESSAGEONE INC.

PO BOX 671116
DALLAS TX 75267-1116
UNITED STATES

Bank : Comerica Bank
Account number : 1881815904
ABA/ROUTING # : 111000753
SWIFT : MNBDUS33
Bank Address : 300 West, 6th St. #1300 Austin, TX 78701 USA

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billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 10/14/2016 Terms: Net 30 days Ship Date: 11/13/2016 Customer ID: CUS-86195

MessageOne®

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2219
INVOICE DATE: 10/14/2016
DUE DATE: 11/13/2016

BILL City of Jersey City
TO: 1 Journal Square Plaza 3rd Floor, IT Division
Jersey City, NJ 07306
United States

SHIP City of Jersey City
TO: Information Technology
1 Journal Square Plaza 3rd Floor
Jersey City, NJ 07306
United States

| PURCHASE ORDER # | | PO DATE | PAYMENT TERMS | | SHIP DATE |
|---|---|-------------|---------------|------------|------------|
| City of Jersey City 2016 SaaS Renewal - C/BB/A/S | | 14-Oct-2016 | Net 30 days | | 11/13/2016 |
| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
| M1 Variable Overages | Email Archive overages for Sep'16 - Qty: 97 | Each | 1 | \$312.76 | \$312.76 |
| M1 Variable Overages | Continuity Add- on overages for Sep'16 - Qty: 987 | Each | 1 | \$0.00 | \$0.00 |
| M1 Variable Overages | Email Continuity overages for Sep'16 - Qty: 97 | Each | 1 | \$204.76 | \$204.76 |
| M1 Variable Overages | Blackberry Device overages for Sep'16 - Qty: 0 | Each | 1 | \$0.00 | \$0.00 |
| M1 Variable Overages | Email Storage overages for Sep'16 - Qty: 0 | Each | 1 | \$0.00 | \$0.00 |
| SUBTOTAL | | | | | \$517.52 |
| Sales Tax | | | | | \$0.00 |
| 1) NEW JERSEY NJ STATE TAX (0) | | | | | \$0.00 |
| VAT | | | | | \$0.00 |
| VAT/Sales Tax | | | | | \$0.00 |
| TOTAL | | | | | \$517.52 |

TOTAL PAID : \$0.00

TOTAL BALANCE DUE : \$ 517.52

| CURRENT | 1 - 30 DAYS OVERDUE | 31 - 60 DAYS OVERDUE | 61 - 90 DAYS OVERDUE | 91 - 120 DAYS OVERDUE | 121 DAYS OVERDUE | TOTAL |
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 96,810.00 | | 96,810.00 |

REMIT CHECK TO:

ACH/WIRE IN USD & OTHER CURRENCIES

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billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 10/14/2016 Terms: Net 30 days Ship Date: 11/13/2016 Customer ID: CUS-86195

MessageOne[®]

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2219
INVOICE DATE: 10/14/2016
DUE DATE: 11/13/2016

MESSAGEONE INC.

PO BOX 671116
DALLAS TX 75267-1116
UNITED STATES

Bank : Comerica Bank
Account number : 1881815904
ABA/ROUTING # : 111000753
SWIFT : MNBDUS33
Bank Address : 300 West, 6th St. #1300 Austin, TX 78701 USA

"All software is delivered electronically."

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billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 10/14/2016 Terms: Net 30 days Ship Date: 11/13/2016 Customer ID: CUS-86195

MessageOne®

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2491
INVOICE DATE: 12/31/2016
DUE DATE: 01/30/2017

BILL City of Jersey City
TO: 1 Journal Square Plaza 3rd Floor, IT Division
Jersey City, NJ 07306
United States

SHIP City of Jersey City
TO: Information Technology
1 Journal Square Plaza 3rd Floor
Jersey City, NJ 07306
United States

| PURCHASE ORDER # | | PO DATE | PAYMENT TERMS | | SHIP DATE | |
|---|---|-------------|---------------|------------|------------|--|
| City of Jersey City 2016 SaaS Renewal - C/BB/A/S | | 31-Dec-2016 | Net 30 days | | 01/30/2017 | |
| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT | |
| M1 Variable Overages | Email Archive overages for Oct'16 - Your contracted quantities are 890 and you have used 998. Excess quantity used: 108 | Each | 1 | \$348.23 | \$348.23 | |
| M1 Variable Overages | Continuity overages for Oct'16 - Your contracted quantities are 890 and you have used 993. Excess quantity used: 103 | Each | 1 | \$217.42 | \$217.43 | |
| SUBTOTAL | | | | | \$565.66 | |
| Sales Tax | | | | | \$0.00 | |
| 1) NEW JERSEY NJ STATE TAX (0) | | | | | \$0.00 | |
| VAT | | | | | \$0.00 | |
| VAT/Sales Tax | | | | | \$0.00 | |
| TOTAL | | | | | \$565.66 | |

TOTAL PAID : \$0.00

TOTAL BALANCE DUE : \$ 565.66

| CURRENT | 1 - 30 DAYS OVERDUE | 31 - 60 DAYS OVERDUE | 61 - 90 DAYS OVERDUE | 91 - 120 DAYS OVERDUE | 121 DAYS OVERDUE | TOTAL |
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 96,810.00 | | 96,810.00 |

| REMIT CHECK TO: | | ACH/WIRE IN USD & OTHER CURRENCIES | |
|----------------------|--|------------------------------------|--|
| MESSAGEONE INC. | | Bank | Comerica Bank |
| PO BOX 671116 | | Account number | 1881815904 |
| DALLAS TX 75267-1116 | | ABA/ROUTING # | 111000753 |
| UNITED STATES | | SWIFT | MNBDUS33 |
| | | Bank Address | 300 West, 6th St. #1300 Austin, TX 78701 USA |

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If you have any questions concerning this invoice send in your queries to
billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 12/31/2016 Terms: Net 30 days Ship Date: 01/30/2017 Customer ID: CUS-86195

MessageOne®

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2491
INVOICE DATE: 12/31/2016
DUE DATE: 01/30/2017

"All software is delivered electronically."

If you have any questions concerning this invoice send in your queries to
billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 12/31/2016 Terms: Net 30 days Ship Date: 01/30/2017 Customer ID: CUS-86195

MessageOne®

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2552
INVOICE DATE: 12/31/2016
DUE DATE: 01/30/2017

BILL City of Jersey City
TO: 1 Journal Square Plaza 3rd Floor, IT Division
Jersey City, NJ 07306
United States

SHIP City of Jersey City
TO: Information Technology
1 Journal Square Plaza 3rd Floor
Jersey City, NJ 07306
United States

| PURCHASE ORDER # | PO DATE | PAYMENT TERMS | SHIP DATE |
|---|-------------|---------------|------------|
| City of Jersey City 2016 SaaS Renewal - C/BB/A/S | 31-Dec-2016 | Net 30 days | 01/30/2017 |

| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|--------------------------------------|---|------|-----|------------|----------|
| M1 Variable Overages | Email Archive overages for Nov'16 - Your contracted quantities are 890 and you have used 998. Excess quantity used: 108 | Each | 1 | \$348.23 | \$348.23 |
| M1 Variable Overages | Continuity overages for Nov'16 - Your contracted quantities are 890 and you have used 996. Excess quantity used: 106 | Each | 1 | \$223.75 | \$223.76 |
| SUBTOTAL | | | | | \$571.99 |
| Sales Tax | | | | | \$0.00 |
| 1) NEW JERSEY NJ STATE TAX (0) | | | | | \$0.00 |
| VAT | | | | | \$0.00 |
| VAT/Sales Tax | | | | | \$0.00 |
| TOTAL | | | | | \$571.99 |

TOTAL PAID : \$0.00

TOTAL BALANCE DUE : \$ 571.99

| CURRENT | 1 - 30 DAYS OVERDUE | 31 - 60 DAYS OVERDUE | 61 - 90 DAYS OVERDUE | 91 - 120 DAYS OVERDUE | 121 DAYS OVERDUE | TOTAL |
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 96,810.00 | | 96,810.00 |

| REMIT CHECK TO: | ACH/WIRE IN USD & OTHER CURRENCIES |
|---|--|
| MESSAGEONE INC. PO BOX 671116 DALLAS TX 75267-1116 UNITED STATES | Bank : Comerica Bank Account number : 1881815904 ABA/ROUTING # : 111000753 SWIFT : MNBUS33 Bank Address : 300 West, 6th St. #1300 Austin, TX 78701 USA |

"All software is delivered electronically."

If you have any questions concerning this invoice send in your queries to
billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 12/31/2016 Terms: Net 30 days Ship Date: 01/30/2017 Customer ID: CUS-86195

MessageOne[®]

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2552
INVOICE DATE: 12/31/2016
DUE DATE: 01/30/2017

"All software is delivered electronically."

If you have any questions concerning this invoice send in your queries to
billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 12/31/2016 Terms: Net 30 days Ship Date: 01/30/2017 Customer ID: CUS-86195

MessageOne®

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2749
INVOICE DATE: 03/08/2017
DUE DATE: 04/07/2017

BILL TO: City of Jersey City
1 Journal Square Plaza 3rd Floor, IT Division
Jersey City, NJ 07306
United States

SHIP TO: City of Jersey City
Information Technology
1 Journal Square Plaza 3rd Floor
Jersey City, NJ 07306
United States

| PURCHASE ORDER # | | PO DATE | PAYMENT TERMS | | SHIP DATE | |
|--|--|-------------|---------------|-------------|-------------|--|
| AR | | 08-Mar-2017 | Net 30 days | | 04/07/2017 | |
| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT | |
| M1- MessageOne- Standard- Support | MessageOne Basic Support | | | | | |
| | Archive - Up to 1000 Mailboxes - Up to 250 GB | | | | | |
| | Continuity - Up to 1000 Mailboxes - Up to 250 GB | Each | 1 | \$96,810.00 | \$96,810.00 | |
| | Security - Up to 1000 Mailboxes | | | | | |
| | Blackberry Continuity - 17 Mailboxes | | | | | |
| Term: February 11, 2017 to February 15, 2018 | | | | | | |
| SUBTOTAL | | | | | \$96,810.00 | |
| Sales Tax | | | | | \$0.00 | |
| 1) NEW JERSEY NJ STATE TAX (0) | | | | | \$0.00 | |
| VAT | | | | | \$0.00 | |
| VAT/Sales Tax | | | | | \$0.00 | |
| TOTAL | | | | | \$96,810.00 | |

TOTAL PAID : \$0.00

TOTAL BALANCE DUE : \$ 96,810.00

| CURRENT | 1 - 30 DAYS OVERDUE | 31 - 60 DAYS OVERDUE | 61 - 90 DAYS OVERDUE | 91 - 120 DAYS OVERDUE | 121 DAYS OVERDUE | TOTAL |
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-------|
|---------|------------------------|-------------------------|-------------------------|--------------------------|------------------|-------|

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billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 03/08/2017 Terms: Net 30 days Ship Date: 04/07/2017 Customer ID: CUS-86195

MessageOne[®]

Sales Invoice

MessageOne Inc.

401 Congress Ave. #2650
Austin, TX 78701
TAX ID: 47-3671276

INVOICE #: SI-ONE-2749
INVOICE DATE: 03/08/2017
DUE DATE: 04/07/2017

| | | | | | |
|------|------|------|------|-----------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 96,810.00 | 96,810.00 |
|------|------|------|------|-----------|-----------|

| REMIT CHECK TO: | | ACH/WIRE IN USD & OTHER CURRENCIES | |
|----------------------|----------------|------------------------------------|--|
| MESSAGEONE INC. | Bank | : | Comerica Bank |
| PO BOX 671116 | Account number | : | 1881815904 |
| DALLAS TX 75267-1116 | ABA/ROUTING # | : | 111000753 |
| UNITED STATES | SWIFT | : | MNBDUS33 |
| | Bank Address | : | 300 West, 6th St. #1300 Austin, TX 78701 USA |

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billings@aurea.com or call us on +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS!

Order Date: 03/08/2017 Terms: Net 30 days Ship Date: 04/07/2017 Customer ID: CUS-86195

| | | | |
|--|--|---|--|
| Dell Marketing L.P. ("Dell") One Dell Way Round Rock, TX 78682 | | Dell IT Management SaaS U.S. Change Order Form | |
| Reseller name(enter if applicable): -na- | | | |
| City of Jersey City ("Customer") | | DATE (IN MMM/DD/YYYY FORMAT) : FEB / 18 / 2015 | |
| Address: 1 Journal Square Plaza 3rd Floor Jersey City, NJ 07306 | | Phone: 201-547-4274 Email: bobm@jcnj.org | |
| | | Fax: 201-369-7213 <i>LEFT</i> | |

The above Customer and Dell Marketing, L.P. ("Dell") enter into this Change Order Form ("Change Order Form") as of the date above; to make the following changes to the Services Customer currently receives from Dell:

| The above Customer and Dell Marketing, LLC ("Dell") enter into this Change Order ("CO") which is subject to the Dell Master License Agreement ("MLA") currently receives from Dell: | | | | | | | | | |
|---|---|--------------------------------------|----------------------|--------------------------------------|--------------------------|------------------------|---|---|--------------|
| IT MANAGEMENT SaaS PRODUCT(S) | | ORIGINAL QUANTITY | END OF ORIGINAL TERM | REVISED QUANTITY | START OF ADDITIONAL TERM | END OF ADDITIONAL TERM | UPGRADE FEES PER BILLING PERIOD (if applicable) | REVISED SERVICE FEES PER BILLING PERIOD | |
| Email Management Services (EMS) | Email Continuity | 824 Mailboxes | Feb / 10 / 2015 | 824 Mailboxes | Feb / 11 / 2015 | Feb / 10 / 2016 | \$ | \$ 16,949.68 | |
| | Blackberry Continuity | 17 Mailboxes | Feb / 10 / 2015 | 17 Mailboxes | Feb / 11 / 2015 | Feb / 10 / 2016 | \$ | \$ 753.00 | |
| | Continuity End-User-Pack | Mailboxes | / / | Mailboxes | / / | / / | \$ | \$ | |
| | Rapid Archive | Mailboxes | / / | Mailboxes | / / | / / | \$ | \$ | |
| | Rapid Archive End-User-Pack | Mailboxes | / / | Mailboxes | / / | / / | \$ | \$ | |
| | Enterprise Archive | 824 Mailboxes | Feb / 10 / 2015 | 824 Mailboxes | Feb / 11 / 2015 | Feb / 10 / 2016 | \$ | \$ 25,890.08 | |
| | Email Security | 824 Mailboxes | Feb / 10 / 2015 | 824 Mailboxes | Feb / 11 / 2015 | Feb / 10 / 2016 | \$ | \$ 14,683.68 | |
| | Additional TLS Connections | | / / | | / / | / / | \$ | \$ | |
| | Maximum Contracted Storage | incl'd GB Yr 1 GB Yr 2 GB Yr 3 | Feb / 10 / 2015 | incl'd GB Yr 1 GB Yr 2 GB Yr 3 | Feb / 11 / 2015 | Feb / 10 / 2016 | \$ | \$ included | |
| | Data Import (one-time) (From Exchange and / or .PST Only) | GB | / / | GB | / / | / / | \$ | \$ | |
| | SUBTOTAL FOR FIRST BILLING PERIOD (INCLUDES ONE-TIME CHARGES) (PRE-TAX) | | | | | | | \$ | \$ 58,276.44 |
| | SUBTOTAL FOR SUBSEQUENT BILLING PERIOD(S) (EXCLUDES ONE-TIME CHARGES) (PRE-TAX) | | | | | | | \$ | \$ |
| TOTAL CONTRACT VALUE OF DEAL FOR ENTIRE DURATION (INCLUDES ONE-TIME CHARGES) (PRE-TAX) | | | | | | | \$ | \$ 58,276.44 | |
| *DECLINE AUTO-RENEW <input type="checkbox"/> Additional Details: Customer agrees that the PO required for this Change Order will be received by Dell no later than April 22, 2015. | | | | | | | | | |

| | | |
|-------------------|--|--|
| BILLING FREQUENCY | <input checked="" type="checkbox"/> FULL-TERM UP-FRONT PAYMENT | <input checked="" type="checkbox"/> ANNUAL |
|-------------------|--|--|

Please have an authorized representative sign below to acknowledge your agreement to the terms contained in this Change Order Form

| CUSTOMER (OR RESELLER) | DELL MARKETING L.P. |
|-------------------------------|--|
| By: <u>[Signature]</u> | By: <u>Scott E. Bialek</u> |
| Name: <u>Robert M. Maglio</u> | Title: <u>Scott Bialek, Contracts Director</u> |
| Title: <u>DB Coordinator</u> | |
| Date: <u>7-25-15</u> | |

* The Dell IT Management SaaS Services selected above (the "Services") are licensed to Customer (defined as the person or entity that purchases the Service, whether for its direct internal use or for resale) or the end user, if Customer is purchasing the Services for resale, on a subscription basis. Customer's access to and use of (or right to re-sell) the Services, and access to maintenance and support for the Services, will automatically expire at the end of the term specified on this Order Form if the Auto Renewal option is declined. In such case, Customer's subscription to the Services may be renewed upon the mutual, written agreement of the parties. To renew Customer's subscription, Customer must submit an additional Change Order Form for the applicable Services at the agreed-upon rates for such Services, and deliver the signed agreement to Dell at least thirty (30) days prior to the expiration of the then-current subscription term.

ORDER FORM TERMS AND CONDITIONS

- This Order Form is governed by and subject to the following terms and conditions:
 - If Customer is purchasing the Services for its internal use, Customer's separate signed services agreement with Dell that authorizes the purchase and use of the Services (or in the absence of such an agreement, the Dell Cloud Solutions Agreement ("CSA"), available at www.dell.com/cloud/terms), or (ii) if Customer is purchasing the Service for resale, Dell's Reseller Terms of Sale (available at www.dell.com/reseller/terms), unless Customer and Dell have signed a separate Master Services Agreement for Channel Partners ("MSACP") and related Service Addendum that specifically apply to the Services, in which case the Services are governed by and subject to the MSACP and the related Service Addendum; and
 - The Offer Specifications for the Dell IT Management SaaS Service(s) ordered above (available at <http://content.dell.com/en/home/services/contracts-saas-cloud-services.aspx>); the Offer Specifications, together with the documents referred to in clause (a) above, are referred to as the "Service Agreements". The Service Agreements are incorporated by reference in their entirety herein. If Customer uses the Services to provide configuration or other services to its end-user customer, Customer agrees to comply with the CSA terms and conditions with respect to Customer's use of the Services. Customer may contact its Dell sales representative for assistance with obtaining any Service Agreement.
- Fees for the Services shall be payable annually in advance in accordance with the Service Agreements, but pro-rated on an initial invoice in order for subsequent payments to be made simultaneously with the amounts originally charged under the Service Agreements. The Fees for the Services do not include any applicable taxes or fees assessed or imposed upon the Services, which will be listed on the final invoice.
- All software used in connection with Dell IT Management SaaS is delivered via download and no tangible media will be provided to Customer.
- This Order Form may be executed in counterparts, and all such counterparts shall together constitute one and the same instrument. An electronic copy (facsimile or PDF/image file) of an executed counterpart of this Order Form shall be sufficient to evidence the binding agreement of each party to these terms.
- Dell reserves the right to cancel orders as a result of pricing or other errors.
- By signing and submitting this Order Form, Customer acknowledges having read, and agrees to be bound by, these terms and conditions. Dell may reject this Order Form and decline to accept your order if: (1) the signatory does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the requested information and the signature block), or (3) the requested information or signature block is incomplete or does not align with other information contained in the Order Form.

THANK YOU FOR YOUR BUSINESS!



QUOTATION

QUOTE #: 701935291

Customer #: 69796111

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 2/18/15

Date: 2/19/15 3:49:49 AM

Customer Name: CITY OF JERSEY CITY

| | | | |
|----------------------------|--------------------|--------------------------------|---|
| TOTAL QUOTE AMOUNT: | \$58,276.44 | | |
| Product Subtotal: | \$58,276.44 | | |
| Tax: | \$0.00 | | |
| Shipping & Handling: | \$0.00 | | |
| Shipping Method: | 3rd Day | Total Number of System Groups: | 0 |

SOFTWARE & ACCESSORIES

| Product | Quantity | Unit Price | Total |
|--|----------|------------|--|
| Dell EMS Services: EMS Archive With Storage for 1 mailbox with Annual Billing for 1 year, Tier 3 (972-4224) | 824 | \$31.42 | \$25,890.08 |
| Dell EMS Services: EMS Archive Continuity Add-On for 1 mailbox with Annual Billing for 1 year, Tier 3 (972-4161) | 824 | \$20.57 | \$16,949.68 |
| Dell Modular Services: Base Wireless Continuity for 1 Year (992-8988) | 1 | \$600.00 | \$600.00 |
| Dell Modular Services: Wireless Continuity for 1 Mailbox for 1 Year (992-9008) | 17 | \$9.00 | \$153.00 |
| Dell EMS Services: Email Security for 1 Mailbox for 1 Year, Tier 4 (971-0056) | 824 | \$17.82 | \$14,683.68 |
| Number of S & A Items: 5 | | | S&A Total Amount: \$58,276.44 |


| | | | |
|----------------|-----------------------|------------|--------------|
| SALES REP: | Bret Spencer | PHONE: | 512-723-8980 |
| Email Address: | bret_spencer@dell.com | Phone Ext: | 7238980 |

Please review this quote carefully. You may order online by signing into Premier at www.premier.dell.com. Click on the eQuotes link. To order without Premier, go to www.dell.com/qto.

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to Dell's Terms and Conditions of Sale-Direct including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption

certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023 .
Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied.
For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-806
Agenda No. 10. Q
Approved: OCT 11 2017
TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT FOR THE PURCHASE AND DELIVERY OF HARD DRIVES FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS & TECHNOLOGY CENTER THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA)

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the National Intergovernmental Purchasing Alliance (NIPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Public Safety, Communications & Technology Center needs to purchase hard drives; and

WHEREAS, Resolution 14.476 approved on July 16, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Intergovernmental Purchasing Alliance (NIPA); and

WHEREAS, the Communications & Technology Center wishes to purchase hard drives from CDW Government, 230 North Milwaukee Avenue, Vernor Hills, Illinois who is in possession of National Intergovernmental Purchasing Alliance contract 130733; and

WHEREAS, the total amount of the contract is \$23,490.00; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract award to CDW Government in the amount of \$23,490.00 for the purchase of hard drives is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT FOR THE PURCHASE AND DELIVERY OF HARD DRIVES FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS & TECHNOLOGY CENTER THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account **PO #** **Total Contract**
04-215-55-132-990 126446 \$23,490.00

Approved: _____
Peter Folgado, Director of Purchasing,
QPA, RPPO

9/25/17
Date

PF/pv/RR
9/20/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED **8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ABSENT | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT FOR THE PURCHASE AND DELIVERY OF HARD DRIVES FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS & TECHNOLOGY CENTER THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA)

Initiator

| | | |
|---------------------|---------------|------------------------------------|
| Department/Division | PUBLIC SAFETY | COMMUNICATIONS & TECHNOLOGY CENTER |
| Name/Title | ROBERT BAKER | DIRECTOR |
| Phone/email | 201-547-5449 | RBakerSr@NJJCPS.ORG |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

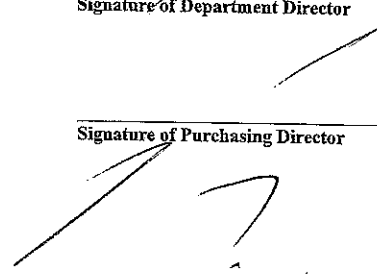
Resolution Purpose

Hard Drives will be utilized to enhance two existing DELL Power Vault storage Servers and two Dell Poweredge Servers. One set will be dedicated to the CopCast Body Camera pilot and the second set for the COBAN Body Camera pilot.
All four servers are being updated with memory, Hard Drives and IOS by in-house staff. Cost to buy new exceeds \$60,000 as quoted by DELL.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9-20-17
Date


Signature of Purchasing Director

9/25/17
Date

QUOTE CONFIRMATION



DEAR BOB BAKER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-------------------------------|------------|-------------|
| JFMG046 | 8/29/2017 | DELL 10TB DRIVES F/ MD1200 | 12471358 | \$23,490.00 |

| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
|---|-----|---------|------------|-------------|
| DELL CTO 10TB 7.2K SAS 12G 3.5IN HDD Mfg. Part#: 3000016882590 Contract: National IPA Technology Solutions (130733) | 24 | 4773718 | \$825.00 | \$19,800.00 |
| DELL CTO 1.2TB 10K SAS 6G 2.5IN HDD Mfg. Part#: 3000016972854 Contract: National IPA Technology Solutions (130733) | 9 | 4776928 | \$410.00 | \$3,690.00 |

| | | |
|---|---|-------------|
| PURCHASER BILLING INFO | SUBTOTAL | \$23,490.00 |
| Billing Address: JERSEY CITY POLICE DEPARTMENT ACCTS PAYABLE 1 JOURNAL SQUARE PLZ STE 4 ****ORIGINAL VOUCHER**** JERSEY CITY, NJ 07306-4004 Phone: (201) 547-5477 Payment Terms: Net 30 Days-Govt State/Local | SHIPPING | \$0.00 |
| | GRAND TOTAL | \$23,490.00 |
| DELIVER TO | Please remit payments to: | |
| Shipping Address: JERSEY CITY POLICE DEPARTMENT BOB BAKER 1 JOURNAL SQUARE PLZ STE 4 JERSEY CITY, NJ 07306-4004 Phone: (201) 547-5477 Shipping Method: DROP SHIP-GROUND | CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |

Need Assistance? CDW•G SALES CONTACT INFORMATION



Rob Lisi

(855) 822-1103

roblisi@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at:
<https://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Contact Us 1-888-997-3355-7248335

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Dell Dell 10 TB 7.2K RPM NLSAS 12Gbps 512e 3.5 Hard Drive

Price \$1,199.99

Device Type: B2467272:Hard drive - internal - nearline | Capacity: B0032657:10 TB | Form Factor: B0007786:3.5" | Interface: B2475921:SAS 12Gb/s | Features: B2763207:Advanced format 512e | Drive Transfer Rate: B2257168:1.2 GBps (external) | Manufacturer Part#: FXN43 Dell Part#: 400-ANVF

Estimated Ship Date:
9/22/2017

Add to Cart

More Details



Dell Dell 7,200 RPM SAS 12Gbps 4Kn 3.5in Cabled Drive Hard Drive - 10 TB

Price \$1,199.99

Device Type: B0346159:Hard drive - internal | Capacity: B0032657:10 TB | Form Factor: B0007786:3.5" | Interface: B2475921:SAS 12Gb/s | Features: B3004478:Advanced format 4Kn | Drive Transfer Rate: B2257168:1.2 GBps (external) | Manufacturer Part#: P8HP8 Dell Part#: 400-ANVX

Estimated Ship Date:
9/22/2017

Add to Cart

More Details



Dell 10TB 7.2K RPM SATA 6Gbps 512e 3.5in Internal Bay Hard Drive, CusKit

Price \$1,199.99

Manufacturer Part#: WXH6D Dell Part#: 400-ANXF

Estimated Ship Date:
9/22/2017

Add to Cart

More Details



Dell Dell 7200 RPM SAS 12Gbps 4Kn 3.5in Hot-Plug Hard Drive - 10 TB

Price \$1,199.99

Device Type: B2467254:Hard drive - hot-swap - nearline | Capacity: B0032657:10 TB | Form Factor: B0007786:3.5" | Interface: B2475921:SAS 12Gb/s | Features: B3004478:Advanced format 4Kn | Drive Transfer Rate: B2257168:1.2 GBps (external) | Manufacturer Part#: F15M2 Dell Part#: 400-ANWD

Estimated Ship Date:
9/22/2017

Add to Cart

More Details



Dell Dell 7200RPM Serial ATA 12Gbps 512e 3.5in Hard Drive - 10 TB

Device Type: B0346159:Hard drive - internal | Capacity: B0032657:10 TB | Form Factor: B0007786:3.5" | Interface: B2152569:SATA 6Gb/s | Features: B2763207:Advanced format 512e | Drive Transfer Rate: B0909973:600 MBps (external) | Manufacturer Part#: C33RC Dell Part#: 400-ANXJ

Price **\$1,199.99**

Estimated Ship Date:
9/22/2017

[Add to Cart](#)

[More Details](#)



Dell Dell 7200 RPM Near Line SAS 6Gbps 512e 3.5in Hot-Plug Hard Drive - 10 TB

Device Type: B0000409:Hard drive - hot-swap | Capacity: B0032657:10 TB | Form Factor: B0007786:3.5" | Interface: B2152569:SATA 6Gb/s | Features: B2763207:Advanced format 512e | Drive Transfer Rate: B0909973:600 MBps (external) | Manufacturer Part#: 1HMPN Dell Part#: 400-ANXI

Price **\$1,199.99**

Estimated Ship Date:
9/22/2017

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[More Details](#)



Dell Dell 10 TB 7200 RPM Near Line SAS 12Gbps 512e 3.5in Hard Drive Bare Drive Only No Carrier

Manufacturer Part#: X0P4C Dell Part#: 400-ANYK

Price **\$1,199.99**

Estimated Ship Date:
9/22/2017

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**Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") for qualified customers. Offers may not be available or may vary in

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.476

Agenda No. 10.1

Approved: JUL 16 2014

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA) COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. - 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, the National Intergovernmental Purchasing Alliance (NIPA) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the National Intergovernmental Purchasing Alliance (NIPA) has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the National Intergovernmental Purchasing Alliance Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the National Intergovernmental Purchasing Alliance Cooperative Purchasing System; and
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.16.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Division of Purchasing

Your National IPA Participating Agency Number:

1189345

Your Dedicated National IPA Representative:

Stephen Maxwell

(732) 608-4403

stephen.maxwell@nationalipa.org

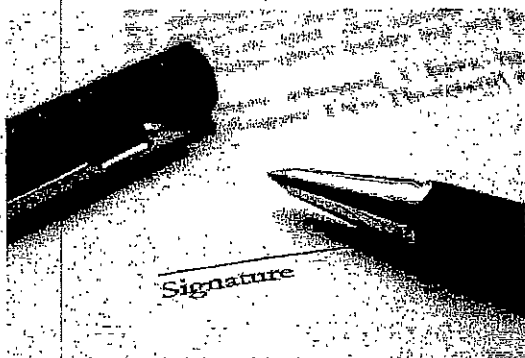
Hello Peter

Your participation form has been received and processed. Congratulations! You are now eligible to access and utilize all the competitively solicited and publicly awarded agreements available through National IPA.

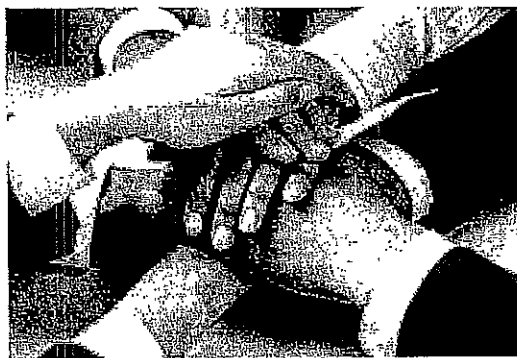
Details for all awarded contracts, as well as contracts in process and under evaluation are available at www.nationalipa.org/agreements.

If you need additional information or assistance with any of the National IPA master agreements, please contact your dedicated National IPA Regional Manager or contact National IPA Customer Relations at 866-408-3077 or info@nationalipa.org.

Thank you for your participation and we look forward to serving you and your organization.



National IPA Contracting Process



National IPA Team



VENDOR WEBSITE

Show menu

Competitively solicited and publicly awarded by: City of Tucson, AZ

Contract #130733

Contract Term: August 18, 2013 through August 15, 2018 with *Current Contract*
Renewal Through August 15, 2018

- Deep discounts with even deeper discounts on HP products
- Comprehensive products and services including:
 - Software
 - Network Communications
 - Data Storage
 - Notebooks/Mobile Devices
 - Desktops
 - Printers
- Full technical solutions (hardware, software, and services) for Virtualization, Unified Communications, Security, LAN/WAN, Mobility, Data Center Optimization, and Cloud Computing



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CDW GOVERNMENT LLC

Trade Name:

Address: 200 N MILWAUKEE AVE
VERNON HILLS, IL 60061-1577

Certificate Number: 1561883

Effective Date: May 10, 2010

Date of Issuance: September 20, 2017

For Office Use Only:

20170920142456520

Certification 26158

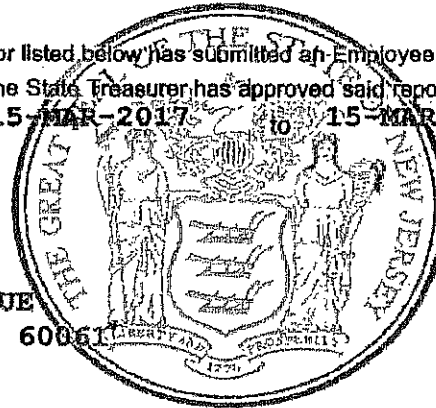
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2017 to 15-MAR-2020

CDW GOVERNMENT, LLC
230 N. MILWAUKEE AVENUE
VERNON HILLS

IL 60061



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:



I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:



Partnership



Corporation



Sole Proprietorship



Limited Partnership



Limited Liability Corporation



Limited Liability Partnership



Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Subscribed and sworn before me this 21 day of September, 2017

(Notary Public)

My Commission expires: August 31, 2019

(Affiant)

Matt Flood, Proposals Supervisor

(Print name & title of affiant)

(Corporate Seal)

MATTHEW LUTHERAN

Notary Public
Connecticut

My Comm. Expires August 31, 2019

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Matt Flood, Proposals Supervisor

Representative's Signature: _____

Name of Company: CDW Government LLC

Tel. No.: 800-808-4239

Date: 09.22.2017

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

Proposals CDW

The contractor and the Supervisor of Government LLC, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Matt Flood, Proposals Supervisor

Representative's Signature: _____

Name of Company: CDW Government LLC

Tel No.: 800-808-4239

Date: 09.22.2017

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : CDW Government LLC
Address : 230 N. Milwaukee Avenue, Vernon Hills, IL. 60061-9740
Telephone No. : 800-808-4239
Contact Name : Rob Lisi

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: CDW Government LLC
Address: 230 N. Milwaukee Avenue, Vernon Hills, IL. 60061-9740
Telephone No.: 800-808-4239
Contact Name: Rob Lisi

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

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Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CDW Government LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 09.22.2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract CDW Government LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

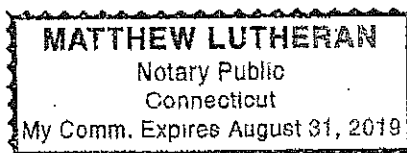
Name of Business Entity: CDW Government LLC

Signed [Signature] Title: Proposals Supervisor

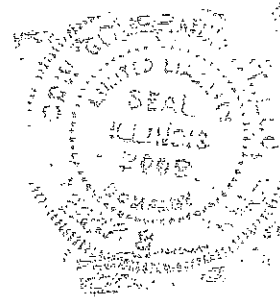
Print Name Matt Flood Date: 09.22.2017

Subscribed and sworn before me
this 22 day of September 2017.
My Commission expires:

[Signature]
(Affiant)
Matthew Lutheran Notary Public
(Print name & title of affiant) (Corporate Seal)



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|-----------------------------|--------------------------|
| Steven Fulop for Mayor 2017 | Michael Yun |
| Lavarro for Councilman | Osborne for Council |
| Friends of Joyce Watterman | Chris Gadsden Ward B |
| Friends of Daniel Rivera | Jermaine Robinson Ward F |
| Gajewski for Council | |
| Friends of Richard Boggiano | |

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☒ Limited Liability Corporation
☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|--|--------------|
| None - No stockholder owns more than 10% | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

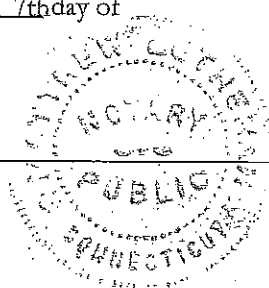
Name of Business Entity: CDW Government LLC

Signature of Affiant: [Signature] Title: Proposals Supervisor

Printed Name of Affiant: Matt Flood, Proposals Supervisor Date: 03/07/2017

Subscribed and sworn before me this 7th day of March, 2017

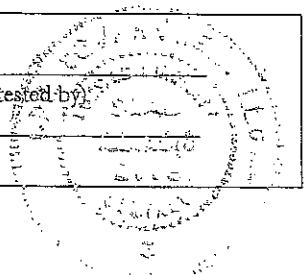
My Commission expires: Aug 31, 2019
MATTHEW LUTHERAN
 Notary Public
 Connecticut
 My Comm. Expires August 31, 2019



[Signature]

(Witnessed or attested by)

(Seal)





200 N. Milwaukee Ave.
Vernon Hills, IL 60061
CDW.com

January 1, 2016

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

| | | |
|---|--|---|
| Print or type See Specific instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CDW LLC | |
| | 2 Business name/disregarded entity name, if different from above CDW Government LLC, CDW Government, CDWG | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.) | |
| | 5 Address (number, street, and apt. or suite no.) 230 N Milwaukee Avenue | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Vernon Hills, IL 60061 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|-----------|--|--------------------------|
| Sign Here | Signature of U.S. person ▶  | Date ▶ 01/02/2016 |
|-----------|--|--------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Statement of Diversity for CDW LLC and Subsidiaries

The Company is an equal opportunity employer that values diversity. We commit to our coworkers, applicants and community to have job opportunities open to everyone equally.

It is the policy and practice of CDW not to discriminate against any coworker or applicant on hiring decisions or career advancement because of race, color, religion national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, status as a disabled veteran, veteran of the Vietnam Era, or any other characteristic protected by law. This policy includes but is not limited to the following:

- A. Employment of applicants who possess necessary skills, education, and experience.
- B. Promotion, demotion, transfer, layoff, return from layoff, termination, rates of pay and other forms of compensation, social and recreation programs, advertising or soliciting for employment.
- C. Training during employment and selection for training and apprenticeship.

In addition to a commitment to provide equal employment opportunities to all individuals regardless of race, color, religion national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, status as a disabled veteran, veteran of the Vietnam Era, or any other characteristic protected by law, we will endeavor to employ and advance qualified people from minority and female groups.

The Company and I as its Chief Executive Officer are committed to full implementation of this policy. Dennis Berger, Senior Vice President, Coworker Services has been designated to serve as the EEO Officer for this facility, and is responsible for the implementation of this program and the establishment of reporting and monitoring of procedures associated with its operation. Anyone wishing to view the Affirmative Action Plan covering individuals with disabilities and veterans should contact Dennis Berger, Senior Vice President, Coworker Services at the Corporate Headquarters office during normal working hours. If you are an individual with a disability or a veteran and would like to be included under CDW's affirmative action program, please tell us. You may inform us now or at any time in the future.

A handwritten signature in dark ink, appearing to read "Thomas E. Richards".

Thomas Richards
Chief Executive Officer

A handwritten signature in dark ink, appearing to read "D. M. Berger".

Dennis Berger
Senior Vice President, Coworker Services

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-807
Agenda No. 10.R
Approved: OCT 11 2017
TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ATLANTIC SALT INCORPORATED FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 16.710, approved on October 26, 2016, awarded a one-year contract in the amount of \$1,200,000.00 to **Atlantic Salt Incorporated** to provide rock salt for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Hudson County publicly bid and awarded a contract to Atlantic Salt with an option to renew for an additional one (1) year period; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of **October 14, 2017 and ending on October 13, 2018**; and

WHEREAS, the total cost of the contract renewal is **\$1,200,000.00**; and

WHEREAS, funds in the amount of \$300,000.00 are available in the Division of Sanitation **Operating Account No. 17-01-201-26-292-314**; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Atlantic Salt** to provide rock salt for the City of Jersey City (City), Department of Public Works / Division of Sanitation;
- 2) The renewal contract is for a one-year period effective as of October 14, 2017, and the total cost of the contract shall not exceed **\$1,200,000.00**;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 17-807Agenda No. 10.R OCT 11 2017

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ATLANTIC SALT INCORPORATED FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 17-01-201-26-292-314 for payment of the above resolution.

Requisition # 0180706Purchase Order # 126487.

September 29, 2017

APPROVED: Patrick G. Stamato 9/29/17 APPROVED AS TO LEGAL FORM R.R. 9-29-17
 APPROVED: _____
 Business Administrator Corporation Counsel
 Certification Required ☒
 Not Required ☐ APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ABSENT | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr.
 Rolando R. Lavarro, Jr., President of Council

Robert Byrne
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ATLANTIC SALT INCORPORATED FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

Project Manager

| | | |
|---------------------|------------------|--|
| Department/Division | DPW | Sanitation |
| Name/Title | Frank Lamparelli | Director |
| Phone/email | 201-547-4400 | flamparelli@jcnj.org |
| | | |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- The purpose of this resolution is to purchase bulk salt.
- To be used in winter, snow and ice control operations.
- Free of any foreign debris and dirt of any kind (clean salt).
- DPW spent about \$80,000.00 in 2016 and \$650,000.00 so far in 2017.

Cost (Identify all sources and amounts)

01-201-26-292-314 (Sanitation Operating)
Contract Amount =\$1,200,000.00
Temporary Encumbrancy =\$300,000.00

Contract term (include all proposed renewals)

Contract is valid from 10/14/17 to 10/13/18.
This is the final renewal.

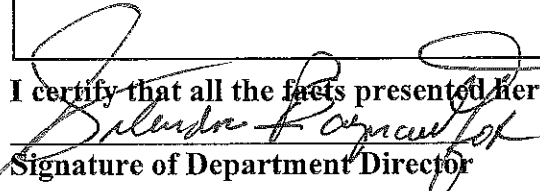
Type of award

Contract Renewal

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/29/17
Date

Signature of Purchasing Director

Date

Period: 11/12/15 To: 11/11/17

BID PROPOSAL FORM
ROCK SALT
COUNTY OF HUDSONDate: October 22, 2015Made By: Atlantic Salt, Inc.Address: 134 Middle St, Ste 210
Lowell, MA 01852To The Board of Chosen Freeholders
567 Pavonia Avenue
Jersey City, New Jersey 07306

The undersigned do(es) declare that he (they) is or are the only person(s) interested in this proposal, that it is made without collusion with any person, firm or corporation making another bid for the same Contract, that the bid is in all respects fair and that no officer of the County of Hudson or any person in the employ of said County is directly or indirectly interested in this bid or in the supplies or work to which is related, or in the profits or any portion thereof.

The undersigned also declare(s) that he (they) carefully examined and fully understand(s) the General Conditions and Instructions to Bidders, specifications and all other contract documents herein referred to and propose(s) to furnish and deliver all necessary material specified and in the manner and time prescribed and further understand that all quantities of material and/or services are to be furnished at the following price(s);

Year One* Bid Price: \$ 75.00 /TonYear One* Written Price: Seventy-Five and 00/100 Dollars /TonYear Two** Bid Price: \$ 75.00 /TonYear Two** Written Price: Seventy-Five and 00/100 Dollars /TonSigned: Donna G. Capillo
Name: Donna G. Capillo, Corporate Secretary
Company: Atlantic Salt, Inc.
Address: 134 Middle St, Ste 210, Lowell, MA 01852
Telephone #: (978) 453-4911 Fax #: (978) 251-8244
Federal ID #: 13-2914699

* Year One bid price is required.

** Year Two bid price is optional. The County may award a two year contract based on both one year and two year bid price or at its discretion award a one year contract based on year one price.

CITY OF JERSEY CITY394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307**Requisition****Requisition #****0180706****Assigned PO #****Vendor**
ATLANTIC SALT, INC.
134 MIDDLE ST, STE 210
LOWELL MA 01852**Dept. Bill To**
SANITATION
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305**Dept. Ship To**
SANITATION
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

AT132914

Contact Info
Frank Lamparelli
2015474400

| Quantity | UOM | Description | Account | Unit Price | Total |
|----------|-----|-----------------------------------|-------------------|------------|------------|
| 1.00 | ENC | CONTRACT RENEWAL FOR BULK SALT | 01-201-26-292-314 | 300,000.00 | 300,000.00 |

EXERCISING OPTION TO RENEW FOR AN ADDITIONAL ONE
YEAR TERM

CONTRACT DURATION: 10/14/17 TO 10/13/18

RENEWAL AMOUNT=\$1,200,000.00
TEMPORARY ENCUMBRANCY =\$300,000.00*** COOPERATIVE AGREEMENT BETWEEN THE CITY OF
JERSEY CITY AND HUDSON COUNTY

ORIGINAL RESO # 16.710, APPROVED 10/26/16

PARTIAL PAYMENT VOUCHERS

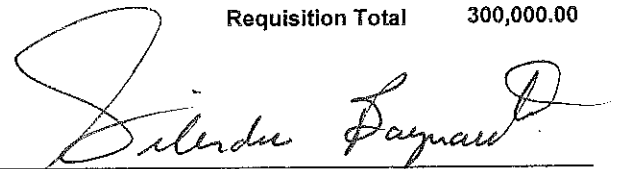
Requisition Total 300,000.00

Req. Date: 09/29/2017

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:


9/29/17**This Is Not A Purchase Order**

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.710

Agenda No. 10.R

Approved: OCT 26 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ATLANTIC SALT, INC. FOR THE FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the City of Jersey City ("City") entered into a Cooperative Agreement with Hudson County; and

WHEREAS, the Department of Public Works, Division of Sanitation wishes to purchase bulk rock salt from Atlantic Salt Inc., 134 Middle Street, Suite 210, Lowell, Massachusetts 01852; and

WHEREAS, Hudson County publicly bid and awarded a contract to Atlantic Salt; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Atlantic Salt Inc.'s proposal to purchase and deliver bulk rock salt is accepted and a contract in the amount of \$1,200,000.00 is awarded to Atlantic Salt Inc;
2. The term of the contract shall be for (12) twelve months effective on October 13, 2016 through October 12, 2017 with the option to renew for an additional (1) year.
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
4. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year temporary and permanent budgets.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ATLANTIC SALT, INC. FOR THE FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY

I, Donna Maurer, Donna Maurer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

| Operating Account Fund | P.O. # | Total Contract | Encumbrance |
|------------------------|--------|----------------|-------------|
| 01-201-26-292-314 | 122519 | \$1,200,000.00 | \$20,000.00 |

Approved by Peter Folgado, Director of Purchasing,
QPA, RPFO

10/12/16
Date

PF/pv
9/28/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| HALLAHAN | ✓ | | | OSBORNE | ✓ | | | WATTERMEN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

A uniform bid price is requested for the County of Hudson and the Hudson County Pricing System registered members.

A list of the seventeen (17) registered members is as follows:

| | |
|-----------------------------------|--------------------------|
| County of Hudson | Town of Guttenberg |
| Borough of East Newark | Town of Harrison |
| City of Bayonne | Town of Kearny |
| City of Hoboken | Town of Secaucus |
| City of Jersey City | Town of West New York |
| City of Union City | Township of North Bergen |
| H.C. Improvement Authority | Township of Weehawken |
| Hudson Regional Housing Authority | |
| Jersey City Housing Authority | |
| Jersey City Incinerator Authority | |

(✓)

Check here if willing to provide the item(s) herein bid upon to registered members of the Hudson County Pricing System 83-HCPS, who have submitted estimates, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the master contract to be awarded by the County of Hudson, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

() **Check here** if not willing to extend prices to registered members of the Hudson County Pricing System 83-HCPS who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the County of Hudson.

In the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates, the contract for the needs of the County of Hudson will be awarded, and other bids shall be rejected and no further bids will be sought by the County of Hudson on behalf of the registered members who have submitted estimates.

The master contract shall state that the bid prices be extended to registered members who have not submitted estimates prior to the advertisements for bids with the written approval of the County of Hudson and the contractor.

COUNTY OF HUDSON

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the County of Hudson, State of New Jersey at the Freeholder's Chambers, 567 Pavonia Avenue, Jersey City, New Jersey on *October 27, 2015* at 10:30 a.m. prevailing time, and at that time and place publicly opened and read the following:

BID NO. 7084 ROCK SALT

Specifications and bid forms are available in the office of the County Purchasing Agent, 567 Pavonia Avenue, Jersey City, New Jersey and online at www.hudsonprocure.org. Bids shall be submitted on the forms provided and shall be in accordance with the specifications contained in the General Conditions and Instructions to Bidders and other bidding documents.

Bids may be submitted by hand delivery or courier service, including, but not limited to, UPS, Federal Express, DHL or U.S. Express Mail. These bids must arrive prior to the scheduled bid opening time. **YOU BEAR FULL RESPONSIBILITY FOR THE TIMELY DELIVERY OF YOUR BID AT THE BID OPENING TIME.**

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 and all other requirements set forth in the General Conditions and Instructions to Bidders. Bidders are required to use the statement forms contained in the General Conditions and Instructions to Bidders.

The County of Hudson reserves the right to reject any or all bids, to waive any informalities or to accept a bid which, in its judgment, best serves the interest of the County as provided by law. No bids may be withdrawn for a period of sixty (60) days after the date and time set for the opening of the bids.

By: Maria S. Mercurio
Purchasing Agent
For: Cheryl G. Fuller, Director
Dept. of Finance & Administration

Adv. 10/13/15

**COUNTY OF HUDSON
DEPARTMENT OF FINANCE - PURCHASING DIVISION**

ATTENTION ALL BIDDERS:

The following is a check list which has been compiled to assist you in successfully completing your bid. Bold faced items are mandatory. Failure to submit these bold faced items with your bid may result in its rejection.

Please check off and initial each item as it is read and/or completed:

- Page 9 Bid Bond or Deposit (NOT REQUESTED) See N.J.S.A. 40A:11-21
- Page 9 Consent of Surety (NOT REQUESTED) See N.J.S.A. 40A:11-22
- Page 10 Performance Bond (NOT REQUESTED)
- Page 18 *DC* Anticipated Employment List
- Page 25 *DC* Bid Proposal Form
- Page 26 *DC* Non-Collusion Affidavit Form (This must be notarized)
- Page 27 - 28 *DC* Stockholder Disclosure Certification
- Page 29 *DC* Vendor's Acknowledgment Form
- Page 30 - 31 *DC* Vendor's Lobbyist/Consultant Disclosure Statement Form
- Page 34 *DC* Proof of New Jersey Business Registration Certificate
- Page 39 *DC* Acknowledgment of Receipt of Changes to Bid Documents Form (This form must be signed even if there are no changes to Bid Documents)
- Page 41 *DC* The Pulaski Skyway Deck Replacement Project form
- Page 42 - 43 *DC* Disclosure of Investment Activities in Iran
- Page 44 - 47 *DC* Form W-9 Department of Treasury Internal Revenue Service
- Page 51 - 54 *DC* Bid Price Calculation Form
- All other mandatory submissions listed in this document

 In addition to the above, the failure to comply with the terms and provisions of the specifications as hereinafter set forth, will be the basis for the rejection of your bid.

Bidder Atlantic Salt, Inc.

By Authorized Representative
Signature *Donna G. Capillo*

Print Name and Title Donna G. Capillo

Date October 22, 2015

General Conditions And Instructions to Bidders

General Information

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of the County of Hudson to purchase the following:

ROCK SALT

For the contract period:

From: Notice to Proceed Through: One (1) Year or Two (2) Years at the County's Discretion at Time of Award

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the bid as being non-responsive; and not meeting specifications.

Bidders may submit written questions by fax to the Hudson County Purchasing Agent, Fax No. 201-369-4361. The Hudson County Purchasing Agent will respond to all questions. All questions about the meaning or intent of this bid and all interpretations and clarifications will be responded to by Addenda, either by mail or fax, to all parties recorded as having received the Bid. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements, or clarifications are without legal effect.

Plans and specifications may be reviewed and/or acquired at the County Purchasing Agent's office during normal business hours.

Sealed bids will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and public read aloud. No Bids will be accepted beyond the time specified. Though bids may be received by hand delivery, U.S. Express Mail, or other courier services, the County takes no responsibility for the loss, non-delivery, late delivery or physical condition of the bids so sent.

I. PREPARATION OF BID PROPOSAL

1. Submission of Bids

- A. Bids may be hand delivered
- B. Bids may be submitted by delivery or courier service, including, but not limited to, UPS, Federal Express, DHL or U.S. Express Mail. These bids must arrive prior to the scheduled bid opening time. **YOU BEAR FULL RESPONSIBILITY FOR THE TIMELY DELIVERY OF YOUR BID AT THE BID OPENING TIME.**
- C. Such delivery must be made to the Division of Purchasing. A signature by a Division of Purchasing employee is required for all bids utilizing a delivery or courier service. All deliveries accepted in this manner will be documented in a Division of Purchasing log book and a copy of the receipt from the Division of Purchasing will be provided.
- D. Bids MAY NOT be delivered by United States Postal Service mail.

Note 1: PLEASE NOTE: ALL EXPRESS MAIL OR DELIVERY OR COURIER SERVICE OF BIDS SHALL BE AT THE SENDER'S OWN RISK. THE COUNTY AND ITS EMPLOYEES TAKE NO RESPONSIBILITY FOR THE LOSS, NON-DELIVERY OR PHYSICAL CONDITION OF BIDS NOT PERSONALLY DELIVERED. LATE OR FAILED DELIVERY WILL PREVENT THE OPENING OF THE BID SUBMITTED. BIDS RECEIVED OR ARRIVING AFTER THE DESIGNATED TIME WILL NOT BE OPENED BUT WILL BE HELD BY THE COUNTY COUNSEL'S OFFICE FOR FORTY FIVE (45) DAYS.

2. Labeling of Bids

- A. All bids must be submitted in a sealed envelope or package.
- B. Bids are to address to the Division of Purchasing, as follows:

Hudson County Division of Purchasing
567 Pavonia Avenue, 2nd Floor
Administration Annex
Jersey City, NJ 07306
Attn: Maria S. Mercurio, Purchasing Agent; and

- C. Bearing the name, address and phone number of the bidder on the outside; and
- D. Clearly marked "BID" with the name of the item or the service being bid and listing the bid or contract number on the label; and

- B. If the bid is sent by express mail or by way of delivery or courier service, it must comply with the requirements above and the "BID" designation must also appear on the outside of the delivery service or courier company envelope or package.

3. Time of Receipt of Bids

- A. All bids must be delivered so that they reach the Division of Purchasing prior to the stated time of the opening of bids.

Note 2: IF YOU UTILIZE A DELIVERY SERVICE THAT DELIVERS PRIOR TO THE OPENING OF THE COUNTY OFFICES, THE COUNTY WILL NOT BE RESPONSIBLE FOR BIDS NOT DELIVERED DURING THE HOURS OF 9:00 A.M. TO 3:00 P.M.

- B. Bids sent by delivery or courier service must arrive by the scheduled bid opening. A signature from a Division of Purchasing employee is required for all bids utilizing such services.
- C. Pursuant to the Local Public Contracts Law at N.J.S.A. 40A:11-23, bid openings will not be scheduled for any Monday or any day directly following a State or Federal holiday.
- D. If a bid is not delivered by courier or delivery service methods prior to the scheduled bid time, the bid must be hand delivered to the proper location that is identified in the bid specifications.
- E. The County reserves the right to postpone the opening of bids and will give verbal or written notice by telephone, fax or email of any such postponement to each prospective bidder as required by law at N.J.A.C. 5:34-9.3. In the event of a bid cancellation, bidders will be given similar notice by means of telephone, fax or email.
- F. The County reserves the right to reject any and all bid proposals in accordance with law.

4. Notice of Cooperative Purchasing

The County of Hudson acts as lead agency in a cooperative purchasing agreement in cooperation with five (5) of registered members. Under this system, the County of Hudson solicits competitive bids for certain items purchased by registered members. This is a cooperative pricing system as defined and regulated by N.J.A.C. 5:34-7. Interested citizens or vendors may obtain information regarding the manner of operation of this system by contacting Maria S. Mercurio, Purchasing Agent, County of Hudson, 567 Pavonia Avenue, Jersey City, NJ 07306. Telephone (201) 795-6280. System Number 83-HCPS approved by the New Jersey Division of Local Government Services through January 31, 2006.

5. Bid Opening

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are invited to be present.

Hour: 10:30 A.M.

Date: 10/27/15

Place: Freeholder's Chambers
567 Pavonia Avenue, 3rd Floor
Jersey City, NJ 07306

6. Notice on Entity Disclosure

Bidders take notice: Prior to the commencement of any contract, if the contractor is a corporation, a Limited Liability Company (LLC), a Limited Liability Partnership (LLP), or any other business entity, the contractor must provide proof of the formation of the business entity to the County, including, but not limited to the contractor's Certificate of Formation or Articles of Incorporation.

7. Bid Completion

The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign same in ink. Again this paperwork must be submitted to Hudson County by 10/27/15 at 10:30 a.m. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Paperwork containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejections by the County.

8. Partnership

If the firm bidding is a Partnership, this proposal shall be signed by at least one (1) partner. If the person signing does not state that he/she is a partner, this proposal shall be rejected.

9. Corporation

If the firm bidding is a Corporation, this proposal shall be signed by its President or other officer, i.e., Vice President, Treasurer, Comptroller or Secretary. This proposal may be executed by other than the aforesaid corporate officers, if they have been duly authorized to so act on behalf of the corporate officers, pursuant to a resolution of the corporate Board of Directors. In that event, a certified copy of said Resolution or Authorization must be attached to this proposal. If a certified copy of the Resolution is not attached, this proposal shall be rejected.

10. Limited Liability Company (LLC)

If a firm bidding is a LLC, under the provisions as stated under N.J.S.A. 42:2B-1, New Jersey Limited Liability Company Act, this proposal shall be signed by a Member or a Manager of the LLC, as defined by the Title 42:2B-9. This proposal may be executed by other than the aforesaid Member or Manager, if they have been duly authorized to so act on behalf of the LLC, pursuant to a resolution by the LLC. In the event, a certified copy of said Resolution or Authorization must be attached to this proposal. If a certified copy of the Resolution is not attached, this proposal shall be rejected.

11. Conditional Bids

Conditional bids will not be accepted.

12. Time to Award Contract

Bids are to remain firm for a period of not less than (60) sixty days. Award or rejection of bids will be made within this period.

13. Award of Bid

Upon review by the County Legal Department, the County will award a contract to the entity submitting the lowest responsible bid for the item(s) as described in this document.

14. Challenge to Bid Specifications

Any challenge to bid specifications must be made, no later than three (3) business days prior to the bid opening. All challenges must be made in writing and received in the office of the Purchasing Agent, 567 Pavonia Ave., Jersey City, NJ, no later than three (3) days prior to bid opening.

15. Withdrawal of Bids

Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for (60) sixty days thereafter. The written request shall be signed by the bidder.

16. Comparison of Bid Prices

The price will include the cost of insurance, bond and other charges incidental to the work or delivery.

17. Tax Exemption

Prices quoted in all bids shall include delivery (FOB Hudson County) and exclusive of all Federal, State or local taxes from which the County is exempt.

18. Contract Period

The contract shall be for a period of one (1) year or two (2) years at the County's discretion at time of award.

19. Estimates

The quantity of the hours and or items listed in the technical section of this document are estimates. These estimates, to the best of the County's knowledge, are accurate and concise. However, the County makes no representation that these are the exact quantities required during the period of the contract.

20. U.S. Manufactured Products

In accordance with N.J.S.A. 40A: 11-18, only products manufactured or farmed in the United States, wherever available, shall be used in connection with this contract, if applicable.

21. Substitutions

In order to establish standard of quality, the County may have in the detailed specifications, referred to certain products by brand name. This procedure is not to be construed as eliminating from consideration other products of equal or better quality by other manufacturers where fully suitable by design.

All substitution item(s) proposed by a bidder as "approved equal" shall be considered and evaluated by the County, however the burden of proving to the County the equivalency of a product other than the product specified shall be assumed by the bidder. Should the bidder elect to prove such equality and to substitute, the bidder shall document his/her submittal which shall include but is not limited to, submitting on their letterhead, a full and detailed written comparison, listing in detail each and every variation, referring to the paragraph and specification to which the variation will apply; and shall also supply a sample and descriptive data. The Contractor is made aware that a general exception cannot be taken for any paragraph or item. Failure by the Contractor to submit the above information may be grounds for rejection of the bid.

22. Travel Time

The County will not be billed, or pay, for travel time.

23. Proposal Guarantee (NOT REQUESTED, BUT PLEASE READ)

Each proposal shall be accompanied by a certified, bank or cashier's check, U.S. Postal Money Order or bid bond in the amount of not less than 10% of the total amount bid in the proposal, but not to exceed \$20,000.00. No cash will be accepted. The certified check or cashier's check is offered as evidence of good faith that, if awarded the contract, the bidder shall execute the contract.

If a bid bond is offered as a guarantee, it shall be made by a Surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company. It will be non-conditional. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check or cashier's check, U.S. Postal Money Order or bid bond is offered as a guarantee, it shall be made payable to the County of Hudson.

This non-request of a proposal guarantee does not waive the county's right to pursue liquidated and/or other damages according to law.

24. Consent of Surety (NOT REQUESTED, BUT PLEASE READ)

All bidders shall submit, with their bids, a certificate from an approved surety company, authorized to do business in the State of New Jersey, stating that it will provide the contractor with a performance bond for such sum as required. The successful bidder will be required to furnish a surety corporation bond in the amount of the contract conditioned on the faithful performance thereof. This consent of surety will be non-conditional.

This non-request of a consent of surety does not waive the county's right to pursue liquidated and/or other damages according to law.

25. Return of Bid Guarantee

The bid guarantee of all bidders except the apparent three (3) lowest responsible bidders on the contract will be returned within (10) working days after the opening of bids. The bids of such bidders will be considered as officially withdrawn. Within Three (3) working days after awarding the contract, the bid guarantee of the remaining unsuccessful bidders will be returned.

Upon execution of the contract by the successful bidder, acceptance by the County of the performance bond, and the receipt of the certificate of insurance, the bid guarantee of the lowest bidder will be required.

26. Time for Executing Contract & Liquidated Damages for Failure to Enter Into Contract.

Any bidder whose Proposal is accepted will be required to execute three (3) copies of the contract and furnish satisfactory bonds, and insurance certificates to the County within ten (10) days after notice of acceptance.

The successful bidder, upon failure or refusal to execute and deliver the signed contract, bond and insurance certificates required, within (10) days after receipt of contract shall forfeit the certified check, cashier's check or bid bond to the County as liquidated damages for such failure or refusal.

The damages to the County for breach as above provided will include loss from interference with its program and other items whose accurate amount will be difficult or impossible to compute. The amount of the bid guarantee accompanying the proposal of such bidder shall be retained by the County, not as a penalty, but as liquidated damages for such breach. In the event any bidder whose proposal has been accepted shall fail, refuse to execute the contract as hereinbefore provided, the Board of Chosen Freeholders may, at its option, determine that such bidder has abandoned the contract and thereupon the proposal and the acceptance thereof shall be null and void, and the County shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in this contract shall become effective and binding upon the parties only with its formal execution by the County. Any services delivered prior to said execution of contract shall be at the bidder's risk.

27. Performance Bond (NOT REQUESTED, BUT PLEASE READ)

Within ten (10) days after notice of the award, the bidder to whom the contract has been awarded shall furnish and deliver surety bond, conditioned for the faithful performance and completion of the work, and for the payment of all lawful claims and bills against the contractor for all labor, material, tools, and equipment used on or in connection therewith. The bond shall not be returned or canceled until all liability to any and all persons protected by the conditions of said bond shall have been met by the contractor or person primarily liable for the payment thereof, or by the surety on said bond.

The bond required for the faithful performance of the contract, shall be in such sum equal to one third (1/3) of the total amount of the contract, shall be non-conditional and satisfactory to the County Counsel and shall be executed by a Surety Company licensed to do business in the State of New Jersey. In no case shall the contractor begin work prior to approval of said bond by the County.

This non-request of a performance bond does not waive the county's right to pursue liquidated and/or damages, as a result of a breach or other non-performance by the successful bidder.

28. Laws, Ordinances and Regulations

The contractor shall keep fully informed of all federal, state, local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in the services, or which in any way affect the services. The contractor and all the employees of the contractor shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders or decrees.

The contractor must secure all insurance, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances and resolutions by all governmental agencies affecting the work at the bidder's own expense. The successful bidder shall be solely responsible for any damage resulting from neglect to obey all laws, regulations, rules and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

29. Safety Manuals, Instructions, Videos and Technical Specifications

(If Applicable) In addition to any other materials called for in any part of these specifications, the successful bidder shall furnish to the County at the time of delivery, all safety and operating manuals, instructions, instructional videos, and technical specifications relative to the item or items provided. The successful bidder shall continue to be obligated to deliver all modifications, additions, and supplements to any materials delivered including any recall notices issued relative to the item or items provided.

30. On Site Safety and Operating Instruction

(If Applicable) The successful bidder shall provide to personnel selected by the County, operating and safety instructional sessions relative to the proper care and use of the item or items delivered. These instructions shall be conducted by the successful bidder at a location or locations to be selected by the County. The sessions shall be provided by persons who are expert at the care and operation of the item or items delivered.

31. Technical Questions

All technical questions should be faxed to Maria S. Mercurio, Purchasing Agent at 201-369-4361.

II. BID REVIEW CRITERIA

1. Qualifications of Bidder

The County reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any and all such bid if the evidence submitted by or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein.

2. Successful Bidder

The successful bidder will be the one who submits the lowest responsible bid for the items (s) as described herein. The County reserves the right to reject any and all bids, to award in whole or a part of any bid.

The bid will be awarded, provided that in the judgment of the County Freeholders, it is reasonable and in the interest of the County. The award will be made within (60) sixty days from the opening of the bid(s).

3. Award of Tie Bids

The County reserves the right to award a tie bid to the vendor it determines best meets the needs of the County.

4. Right to Reject Bids

The County reserves the right to reject any and all bids, to award in full or in part, to waive immaterial defects or informalities in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the County to do so. In the case of a tie bid, the County reserves the right to award the bid to the contractor it determines will best meet the needs of the County.

5. Causes for Rejection

Proposals from bidders who are found to be unqualified and proposals not accompanied by all required and properly completed bid documents may be rejected. In addition, causes for rejection of proposals may include, but not limited to, the following:

- A. If prices are obviously unbalanced;
- B. If received from bidders who have previously performed work in an unsatisfactory manner;
- C. If the Purchasing Agent, at his/her sole discretion and as provided by law, deems it advisable to do so in the best interest of the County of Hudson;
- D. If conditions, limitations or provisions are attached by a bidder to the bid proposal, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed;
- E. If the bidder does not own sufficient or satisfactory equipment to perform the work, or state licensure(s);
- F. If the bidder submits false information;
- G. If when a bid is extremely inconsistent with the industry's standards, such bid shall be considered irresponsible notwithstanding the fact that it is the lowest bid. The determination as to industry standards shall be made by the Purchasing Agent and shall be kept on file by the Purchasing Agent.
- H. When a bidder is deemed not responsible.
- I. When a bidder is deemed to have past negative experience with the county.

6. Non-Denoted Items

In some instances there may be items required by the County that are not included in the attached list, but fall under the same commodity code. In such instances, the successful bidder will provide the County, if available, such items at a price equal to acquisition cost (no mark-up). The successful bidder will supply documentation as to the vendor cost of these items.

7. Delivery of Items

The items must be delivered (FOB Hudson County), within a reasonable amount of time after the receipt of a purchase order.

8. Items to Be Ordered "As Needed"

The items are to be ordered on an "as needed" basis, but not to the extent that it exceeds contractual limitations.

9. Availability of Funds

This contract is contingent on the availability of County funds.

10. Notice on Payment:

The County issues checks for payment to vendors on the fifteenth (15th) and the thirtieth (30th) of every month.

11. Successful Bidder's Duty to Monitor Contract

Successful bidder shall not exceed the contract amount authorized by the Board of Chosen Freeholders. The successful bidder must monitor the amount of the orders being made by the County on the contract. When the orders placed by the County total eighty percent (80%) of the authorized contract amount, the successful bidder must notify the County Purchasing Agent in writing of that amount. The County Purchasing Agent has no authority to pay any amount billed by the successful bidder that exceeds the authorized contract amount.

III. REQUIRED FORMS

1. Proposal Guarantee (if requested) See N.J.S.A. 40A 11-21.
2. Consent of Surety (if requested) See N.J.S.A. 40A 11-22.
3. Anticipated Employment List
4. Bid Proposal Form
5. Non-Collusion Affidavit Form (This form must be notarized)

Bidders are required to complete the enclosed Non-Collusion Affidavit Form.

6. Stockholder or Partnership Disclosure Statement Form

In accordance with PL 1977, Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners, in the partnership, who own (10) ten percent or more of its stock, of any class, or of all individual partners in the partnership, who own (10) ten percent or greater interest therein, as the case maybe. If the stockholder is itself a corporation, the stockholders holding (10) ten percent or more of that corporation's stock or the individual partners owning (10) ten percent or greater interest in the partnership, as the case may be, shall be listed.

Attached is a form (Partnership Disclosure Statement) which shall be used to comply with this agreement.

7. Vendor's Acknowledgment Form

Bidders are required to submit the enclosed Vendor's Acknowledgment Form.

8. Vendor's Lobbyist/Consultant Disclosure Statement Form
(This form must be notarized)

Bidders are required to submit the enclosed Vendor's Lobbyist/Consultant Disclosure Statement

9. State of New Jersey Business Registration Certificate Requirement

10. Acknowledgment of Receipt of Changes to Bid Documents Form

11. Form W-9 Department of Treasury Internal Revenue Service

12. Forms to be Submitted by the Successful Bidder

The following documents will be required from the successful bidder only, and may be submitted after notification of award:

- (a) Performance Bond (if required)
- (b) Affirmative Action Documents
- (c) Certificate of Insurance
- (d) Signed Contracts (will be sent to successful bidder upon notification of award).

13. INSURANCE REQUIREMENTS FOR VENDORS AND SUPPLIERS

The following are minimum, basic, coverages and limits which must be furnished if a vendor and/or supplier is to be acceptable to the County. The County reserves the right to make additional requirements based on the contract. The County of Hudson at its own discretion may require additional coverages and limits as it deems necessary for any specific contract. Final approval, including any required changes, must be approved by the Law Department prior to the award of a contract.

The Vendor and/or Supplier may be asked to furnish in addition to a certificate of insurance, a letter signed by a properly authorized representative of its insurer, agent or broker which includes the following language:

TO THE COUNTY OF HUDSON

We have reviewed the insurance requirements in your Contract Documents for (name of project), in response to which the attached Insurance Certificate has been provided. We certify that the insurance evidenced by the attached certificate meets all of these requirements, and should our client be awarded the contract for (name of project), we shall also provide to the County of Hudson, the required endorsements for additional insured, site specific limits of liability, and general aggregate limits, certified as being approved and authorized for issue by the insurance company(s) providing insurance for (name of Vendor and/or Supplier).

**A. INSURANCE REQUIREMENTS FOR VENDORS & SUPPLIERS
WORKING WITH THE COUNTY OF HUDSON**

1. Protection of Persons and Property

Vendor and/or Supplier shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in work, or which as been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the County.

2. Insurance

The Vendor and/or Supplier, prior to commencing work, shall provide at his own cost and expenses, the following insurance to the County of Hudson, with insurance companies licensed in the State of New Jersey that have ratings of an "A" or better (A.M. Best's). Said insurance shall be evidenced by Certificates and/or Policies as determined by the County of Hudson. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the County of Hudson, Law Department by registered mail, return receipt requested, and for all of the following stated insurance policies. All such notices shall name the Vendor and/or Supplier and identify the contract number. Certificates of Insurance, with required endorsements attached, shall be delivered to the Purchasing Agent, County of Hudson, prior to the commencement of the project. All Certificates of Insurance shall state that the County of Hudson be carried as additional insured for this Contract.

3. Worker's Compensation and Employer's Liability Insurance

Vendor and/or Supplier shall provide proof of Workers Compensation insurance and be in compliance with the Compensation Laws of the State of New Jersey. In the event any work is sublet, the Vendor and/or Supplier shall require the subcontractor similarly to provide Workers Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Vendor's and/or Supplier's Worker's Compensation.

Employer's Liability: Limit of liability shall be a minimum of \$1,000,000, in accordance with New Jersey Statute.

4. General Liability

The Vendor and/or Supplier shall provide comprehensive General Liability Insurance with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 per Aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:

- a) Premises
- b) Operations
- c) Use of Independent Contractors and Subcontractors
- d) Products and Completed Operations
- e) Broad Form Contractual
- f) Broad Form Property Endorsement
- g) Fire Legal Liability, \$100,000.00

The insurance required under this section shall protect the Vendor and/or Supplier and its Subcontractor(s) respectively, against damage claims which may arise from operations under this contract whether such operations be by the Insured or by anyone directly or indirectly employed by the Vendor and/or Supplier and also against any of the special hazards which may be encountered performance of this contract. When such special hazards are encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU (Explosion, Collapse, Underground) exclusion from the policy or otherwise submit proof that XCU is covered. The County of Hudson shall be named as an "additional insured."

5. Automobile Liability

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage:

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

6. Additional Insurance Requirements may be required of the Vendor and/or Supplier providing services to the County.

All policies and Certificates of Insurance shall be approved by the County of Hudson Law Department prior to the inception of any work and shall contain the following:

Insurers shall have no right of recovery or subrogation against the County of Hudson, including its Agents and Agencies, it being the intention of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.

The insurance companies issuing the policy or policies shall have no recourse against the County of Hudson including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.

The Vendor and/or Supplier shall assume all responsibility for loss or damage to the Vendor's and/or Supplier's materials, equipment and machinery involved under the Contract.

The Vendor and/or Supplier shall assume all responsibility to save the County of Hudson harmless from any loss or damage to all materials, equipment and machinery involved under this Contract.

All Certificates of Insurance shall state that the County of Hudson is carried as "an additional insured" for the purposes of the contract.

7. Indemnification

The Vendor and/or Supplier shall indemnify and hold harmless the County of Hudson, Board of Chosen Freeholders, Insurance Fund Commission, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the Vendor's and/or Supplier's work or the completed operations provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Vendor and/or Supplier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Vendor and/or Supplier) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the County of Hudson, the Board of Chosen Freeholders, their Employee, Agents and Servants by any employees of the Vendor and/or Supplier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any by any Vendor and/or Supplier under worker's compensation acts, disability benefit acts or other employee benefit acts.

14. First Source Agreement

The successful bidder, if providing a service or is paid via a federal or state grant, will be required to comply with the County's First Source Agreement (Resolution 305-6-1998). This resolution requires such vendors to sign an agreement which requires them to consider Hudson County residents in their hiring process.

A draft copy of this agreement is attached but only needs to be completed by the successful bidder.

15. Anticipated Employment List

If it's anticipated that your firm will hire new employees when awarded the full amount of this contract, then please fill-out the following list that describes the position(s) to be hired.

Position

Anticipated Hiring Date

1)

2)

3)

If additional space is needed please use the other side of this page.

This information will be forwarded to the County's Central Applicant Registry.

Please follow the procedure outlined in the attached First Source Agreement when hiring a Hudson County resident at any point during this contract.

16. Truth in Contracting

According to the Truth in Contracting provisions (2C-21-33 and 2C-2-1 et. seq.), vendors who submit false claims and representations are subject to severe penalties. These penalties include mandatory prison terms up to ten (10) years and fines up to \$150,000.00.

IV. AWARD OF BID AND PERFORMANCE OF CONTRACT

1. Mandatory Affirmative Action Certificate

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as of this bid specification.

Affirmative Action Evidence

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Public Agency, prior to execution of Public Agency contract, one of the following documents:

Goods, Professional Services and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Public Agency and the Division.

This approval letter is valid for one year from the date of issuance. Or,

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1. et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid. Or,

3. The vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy of the Public Agency. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the Affirmative Action evidence must be submitted.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et. Seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOOD, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of the contract, the contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this non-discrimination clause.

The Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor unions or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor, or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5031 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals as prescribed by N.J.S.A. 17:27-5.2 or binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal laws and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable Federal court decision.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
 Certificate of Employee Information Report
 Employee Information Report Form AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code N.J.A.C. 17:27.

2. Requirements Under Right To Know

As required by the Workers' Right-To-Know Act, material safety data sheets must be submitted with signed contract documents, where applicable, concerning hazardous substances.

3. Prevailing Wage Act

(If Applicable) Pursuant to N.J.S.A. 34:11-56.25 et. seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1©. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssse/lspnbcon.html.

4. Payment Documentation

- A. Payment will be based on receipt of a complete Purchase Order and substantial and timely compliance with the contract requirements and specifications.
- B. A Purchase Order shall:
- (1) have Project Report Sheets attached, if applicable.
 - (2) have a copy of the contract Bid Price Calculation Sheet attached.
 - (3) have a legible itemized Invoices attached.

5. Additional Payment

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on his/her part or because of any failure to fully acquaint him/herself with any condition or provision of the contract documents.

6. Defective Materials/Work

The materials and/or supplies furnished shall be free of defects of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired by the successful bidder without cost to the County.

7. Cancellation of Contract

The County reserves the right to unilaterally cancel this contract upon 30 days notice to the vendor.

8. Temporary Budget

Pursuant to N.J.A.C. 5:30 - 5.5, any contract awarded while the contracting unit is operating under a temporary budget as governed by N.J.S.A. 40A:4-19. The continuation of this contract beyond the time period funded in the temporary budget is subject to the appropriation of sufficient funds for this contract beyond those allotted during the temporary budget. The Contractor acknowledges that the continuation of this contract beyond the time period funded in the temporary budget is subject to the appropriation of sufficient funds, and that the contract may not be appropriately funded and, thereafter, terminated.

9. Attorney's Fees

In the event that either the County or the successful bidder institutes an action for enforcement of any term of this contract, then, in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecution of any action against the non-prevailing party.

10. Choice of Law

This agreement shall be governed and interpreted under the laws of the State of New Jersey. Any lawsuit arising out of this contract shall be venued in the Superior Court of New Jersey, Hudson Vicinage.

11. Americans With Disabilities Act Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COUNTY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Shelagh E. Mahoney, President

Representative's Signature: *Shelagh E. Mahoney*

Name of Company: Atlantic Salt, Inc.

Tel. No.: (978) 453-4911

Date: September 27, 2017

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Shelagh E. Mahoney, President
Representative's Signature: Shelagh E. Mahoney
Name of Company: Atlantic Salt, Inc.
Tel. No.: (978) 453-4911 Date: September 27, 2017

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Atlantic Salt, Inc.

Address: 134 Middle St, Ste 210, Lowell, MA 01852

Telephone No.: (978) 453-4911

Contact Name: Donna Capillo

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

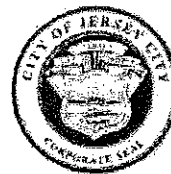
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



CITY OF JERSEY CITY
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
P: 201.547.5155/5158 | F: 201.547.6585



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLGADO
DIRECTOR OF PURCHASING, O.P.A., R.P.O.

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am President of the firm of Atlantic Salt, Inc.,
the Contractor who submitted the lowest responsible bid for the project known as

I executed the Proposal submitted to the City of Jersey City with the full authority to do
so. As of the date of execution of this Certification on this 27th day of September,
2017, the firm of Atlantic Salt, Inc. has not been suspended or debarred
from submitting bid proposals by the United States of America, its departments,
divisions, and agencies or by the State of New Jersey, its departments, divisions, and
agencies.

I certify that the foregoing statements are true. I am aware that if any of the
foregoing statements made by me are willfully false, I am subject to punishment.

Atlantic Salt, Inc.

(Name of Contractor)

Signed By: Shelagh E. Mahoney

Dated: September 27, 2017

Title: Shelagh E. Mahoney, President

Sworn and subscribed to before me
This 27th day of Sep, 2017

Karen E. Girard



KAREN E. GIRARD

Notary Public

Commonwealth of Massachusetts

My Commission Expires

March 2, 2018

*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Atlantic Salt, Inc.

Organization Address: 134 Middle St, Ste 210, Lowell, MA 01852

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|--|--|
| Eastern Minerals, Inc. Owns 100% of Atlantic Salt, Inc. | 134 Middle St, Ste 210 Lowell, MA 01852 |
| Eastern Salt Company, Inc. Owns 100% of Eastern Minerals, Inc. | 134 Middle St, Ste 210 Lowell, MA 01852 |
| Shelagh E. Mahoney Owns 80% of Eastern Salt Company, Inc. | 250 Westview Road Lowell, MA 01851 |
| The Shelagh E. Mahoney Family Irrevocable Trust - 2008 Owns 20% of Eastern Salt Company, Inc. | % Robert E. McDonnell, Trustee; Morgan, Lewis & Bockius, LLP 1 Federal Street, Boston, MA 02110 |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| | |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|---------------------------|--------|--------------------|
| Full Name (Print): | Shelagh E. Mahoney | Title: | President |
| Signature: | <i>Shelagh E. Mahoney</i> | Date: | September 27, 2017 |

Subscribed and sworn before me
this 27th day of September, 2017
My Commission expires:

Karen E. Girard



KAREN E. GIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2018

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Atlantic Salt, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Atlantic Salt, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Atlantic Salt, Inc.

Signed Shelagh E. Mahoney Title: President

Print Name Shelagh E. Mahoney Date: September 27, 2017

Subscribed and sworn before me
this 27th day of SEP, 2017

My Commission expires:

Donna Capillo
(Affiant)

Donna Capillo, Assistant Secretary
(Print name & title of affiant) (Corporate Seal)



KAREN E. GIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2018

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| | | | |
|--------------|------------------------|-----------|------------|
| Vendor Name: | Atlantic Salt, Inc. | | |
| Address: | 134 Middle St, Ste 210 | | |
| City: | Lowell | State: MA | Zip: 01852 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Shelagh E. Mackinnon
Signature

Shelagh E. Mahoney
Printed Name

President
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
ATLANTIC SALT, INC.

TRADE NAME:

ADDRESS:
134 MIDDLE STREET SUITE 210
LOWELL MA 01852
EFFECTIVE DATE:

SEQUENCE NUMBER:
0100899

ISSUANCE DATE:
03/19/09

01/09/90

James J. Fuscone
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification

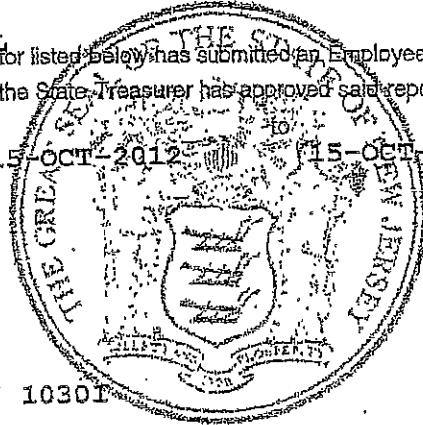
5836


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2012 to 15-OCT-2019

ATLANTIC SALT, INC.
561 RICHMOND TERR.
STATEN ISLAND NY 10301




Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-808
Agenda No. 10.S
Approved: OCT 11 2017
TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH DESHA JACKSON LAW GROUP LLC TO ACT AS THIRD-PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of special counsel to act as a third-party hearing officer for the City in various disciplinary actions; and

WHEREAS, the Corporation Counsel recommended the appointment of special counsel as a hearing officer for the City; and

WHEREAS, Desha Jackson Law Group LLC agrees to provide these services at an hourly rate of **\$150.00**, including expenses, for a total contract amount not to exceed **\$25,000**; and

WHEREAS, such services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law); and

WHEREAS, Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Desha Jackson Law Group LLC has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Desha Jackson Law Group LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Desha Jackson Law Group LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Desha Jackson Law Group LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, funds in the amount of \$10,000 are available in **Account No. 17-01-201-20-155-312**.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A one year contract effective as of October 11, 2017 with Desha Jackson Law Group LLC is hereby awarded for a total contract amount not to exceed **\$25,000**, including expenses;

City Clerk File No. Res. 17-808Agenda No. 10-S **OCT 11 2017**

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH DESHA JACKSON LAW GROUP LLC TO ACT AS THIRD-PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS

2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.;
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as the Corporation Counsel deems appropriate or necessary;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this Resolution.
6. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year budget shall be subject to the appropriation of funds in the 2018 fiscal year budget.

I hereby certify that there are sufficient funds available in **Account No.: 17-01-201-20-155-312** for payment of this resolution. *PO # 126514*

Donna Mauer
Donna Mauer, Chief Financial Officer

igp
9/25/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
9-24-17

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐APPROVED *8-0*

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | ABSENT | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH DESHA JACKSON LAW GROUP LLC TO ACT AS THIRD-PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS

Project Manager

| | | |
|---------------------|----------------|---------------------|
| Department/Division | Law | Law |
| Name/Title | Jeremy Farrell | Corporation Counsel |
| Phone/email | 201-547-4667 | JFarrell@cnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To act as third-party hearing officers for the City of Jersey City in various disciplinary actions.

Cost (Identify all sources and amounts)

Law Department Funds
17-01-201-20-155-312

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Desha Jackson Law Group LLC, 100 Willow Brook Road, Suite 250, Freehold, New Jersey 07728, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel to act as a third-party hearing officers for the City of Jersey City in various disciplinary actions.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's

confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The

Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks;

internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$25,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any

Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets

- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)

- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. POLITICAL CONTRIBUTION PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

V. CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

V. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

VI. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

The contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VII. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000 it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$40,000.

VIII. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

IX. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

X. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

XI. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

**DESHA JACKSON LAW GROUP
LLC**

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Debra Jackson
Debra Jackson
Debra Jackson LHW Group LLC
732-414-6663 *9/19/17*

Item F. Americans with Disabilities Act

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 8121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.: 732-414-6663

Date:

Deshae Jackson Owner/Sole Proprietor
Deshae Jackson Law Group
8/14/17

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Deshaj Jackson Law Group LLC
Address: 100 Willow Brook Rd, Ste 250, Freehold, NJ 07728
Telephone No.: 732-414-6663
Contact Name: Deshaj Jackson

Please check applicable category:

☐ Minority Owned Business (MBE)

☒ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Desha Jackson LAW Group LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Desha Jackson LAW Group LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

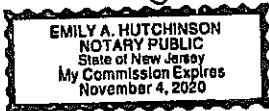
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Desha Jackson LAW Group LLC

Signed _____
Print Name: Desha Jackson

Title: Owner Sole Proprietor
Date: 8/15/17

Subscribed and sworn before me
this 15 day of August, 2017.
My Commission expires _____



[Signature]
(Affiant)

(Print name & title of affiant) (Corporate Seal)
Emily Hutchinson Notary Public

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *<name of business entity>* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|-----------------------------|---------------------------------|
| Steven Fulop for Mayor 2017 | Friends of Chris L. Gadsden |
| Lavarro for Councilman | Friends of Richard Boggiano |
| Friends of Joyce Watterman | Michael Yun |
| Friends of Daniel Rivera | Osborne for Council |
| Gajewski for Council | Friends of Jermaine D. Robinson |

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| N/A | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Jersey Jackson / NJ Group LLC
Signed: [Signature] Title: OWNER
Print Name: Jersey Jackson Date: 9/19/17

Subscribed and sworn before me this 21 day of Sept., 2017.

My Commission expires:

Nov. 4, 2020

[Signature]
(Affiant)
Emily Hutchinson
(Print name & title of affiant) (Corporate Seal)

EMILY A. HUTCHINSON
NOTARY PUBLIC
State of New Jersey
My Commission Expires
November 4, 2020



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DESHA JACKSON LAW GROUP LIMITED LIABILITY
COMPANY

Trade Name:

Address: 100 WILLOWBROOK RD. STE 250
FREEHOLD, NJ 07728

Certificate Number: 1798200

Effective Date: May 24, 2013

Date of Issuance: August 14, 2017

For Office Use Only:

20170814150047550

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-809
Agenda No. 10.T
Approved: OCT 11 2017
TITLE:



RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF CHASAN, LAMPARELLO, MALLON & CAPPUZZO, PC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF THE CITY OF JERSEY CITY V. PPG INDUSTRIES, INC.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution No. 16-651 on September 28, 2016 reauthorizing a professional services agreement with the law firm of Chasen, Lamparello, Mallon & Cappuzzo, PC, 300 Harmon Meadow Blvd., Secaucus, NJ 07094 to represent the City of Jersey City in the matter of *City of Jersey City v. PPG Industries, Inc.* regarding the remediation and restoration of various properties as indicated in the Judicial Consent Order; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary to renew the City's professional services contract with Chasen, Lamparello, Mallon & Cappuzzo, PC for an additional twelve month period; and

WHEREAS, Chasen, Lamparello, Mallon & Cappuzzo, P.C. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution reauthorizing the award and agreement itself must be available for public inspection; and

WHEREAS, additional contract funds are not needed because there are funds in the amount of \$40,000 remaining from last year's contract; and

WHEREAS, funds are available for the costs of these services in **Account No: 04-226-55-000-037**.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Chasen, Lamparello, Mallon & Cappuzzo, PC is hereby reauthorized for a one year period effective October 11, 2017 for a total contract amount of **\$40,000**, including expenses.
2. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

City Clerk File No. Res. 17-809Agenda No. 10.T OCT 11 2017

TITLE: **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF CHASAN, LAMPARELLO, MALLON & CAPPUZZO, PC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF THE CITY OF JERSEY CITY V. PPG INDUSTRIES, INC.**

5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto, shall be placed on file with this Resolution.

I hereby certify that fund in the amount of \$40,000 are available in Account No.: **04-226-55-000-037** for payment of this resolution. *P.O. # 126484*


Donna Mauer, Chief Financial Officer

igp
9/20/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED

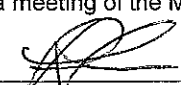
80

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ABSENT | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF CHASAN, LAMPARELLO, MALLON & CAPPUZZO, PC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF THE CITY OF JERSEY CITY V. PPG INDUSTRIES, INC.

Project Manager

| | | |
|---------------------|----------------|---------------------|
| Department/Division | Law | Law |
| Name/Title | Jeremy Farrell | Corporation Counsel |
| Phone/email | 201-547-4667 | JFarrell@jenj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This is a continuation of a contract for representation pertaining to a Complaint filed by the City of Jersey City v. PPG Industries, Inc., therefore the City is retaining this firm.

Cost (Identify all sources and amounts)

Environmental Trust Fund Account No.
04-226-55-000-037

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This **Agreement** dated the ____ day of _____, 2017 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Chasan, Lamparello, Mallon & Cappuzzo, PC**, 300 Harmon Meadow Blvd., Secaucus, New Jersey 07094, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *City of Jersey City v. PPG Industries, Inc.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$40,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any

Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets

- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)

- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights

or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Chasan, Lamparello, Mallon,
Cappuzzo, PC

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Michael D. Witt, Esq., Partner

Representative's Signature: 

Name of Company: Chasan Lamparello Mallon & Cappuzzo, PC

Tel. No.: 201-348-6000

Date: 09/20/2017

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability


The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael D. Witt, Esq., Partner

Representative's Signature: 

Name of Company: Chasan Lamparello Mallon & Cappuzzo, PC

Tel. No.: 201-348-6000

Date: 09/20/2017

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Chasan Lamparello Mallon & Cappuzzo, PC
Address : 300 Lighting Way, Suite 200, Secaucus, New Jersey 07094
Telephone No. : 201-348-6000
Contact Name : Michael D. Witt, Esq.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Chasan Lamparello Mallon & Cappuzzo, PC

Address: 300 Lighting Way, Suite 200, Secaucus, New Jersey 07094

Telephone No.: 201-348-6000

Contact Name: Michael D. Witt, Esq.

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Chasan Lamparello Mallon & Cappuzzo, PC (name of business entity) has not made any reportable contributions in the **one-year period preceding September 1, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Chasan Lamparello Mallon & Cappuzzo, PC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Chasan Lamparello Mallon & Cappuzzo, PC

Signed

Michael D. Witt

Title: Partner

Print Name: Michael D. Witt, Esq.

Date:

09/20/2017

Subscribed and sworn before me
this 20 day of September, 2017.

My Commission expires:

Angela B. Leon

Angela B. Leon

(Affiant)

Angela B. Leon - Notary Public of NJ

(Print name & title of affiant)

(Corporate Seal)

ANGELA B. LEON
A Notary Public of New Jersey
My Commission Expires November 16, 2021

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Chasan Lamparello Mallon & Cappuzzo, PC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding

September 1, 2016 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|-----------------------------|---------------------------------|
| Steven Fulop for Mayor 2017 | Friends of Chris L. Gadsden |
| Lavarro for Councilman | Friends of Richard Boggiano |
| Friends of Joyce Watterman | Michael Yun |
| Friends of Daniel Rivera | Osborne for Council |
| Gajewski for Council | Friends of Jermaine D. Robinson |

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|---|
| Ralph J. Lamparello, Esq. | 3 Downington Court, Warren, New Jersey 07059 |
| Steven L. Menaker, Esq. | 14 Sherwood Drive, Freehold, New Jersey 07728 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Chasan Lamparello Mallon & Cappuzzo, PC

Signed: Michael D. Witt Title: Partner
Print Name: Michael D. Witt, Esq. Date: 04/20/2017

| | |
|--|---|
| <p>Subscribed and sworn before me this <u>20th</u> day of <u>September</u>, 2017</p> <p align="center">ANGELA B. LEON A Notary Public of New Jersey My Commission Expires November 16, 2021</p> | <p align="center"><u>Angela B. Leon</u> (Affiant) <u>Angela B. Leon Notary Public of NJ</u> (Print name & title of affiant) (Corporate Seal)</p> |
|--|---|



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CHASAN LAMPARELLO MALLON & CAPPUZZO, PC
Trade Name:
Address: 300 LIGHTING WAY
SECAUCUS, NJ 07094
Certificate Number: 0065175
Effective Date: March 22, 1990
Date of Issuance: November 29, 2016

For Office Use Only:
20161129103857396

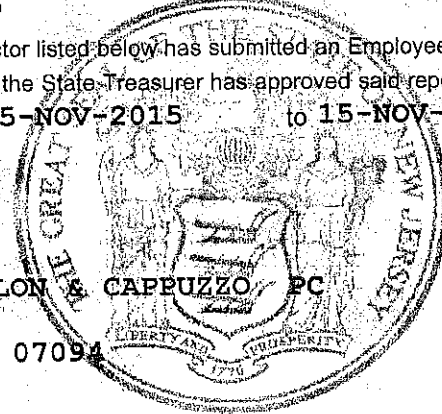
Certification 15710

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2015** to **15-NOV-2018**

CHASAN LAMPARELLO MALLON & CAPPUZZO PC
300 LIGHTING WAY
SECAUCUS

NJ 07094



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-810

Agenda No. 10.U

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING THE AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH BIANCAMANO & DISTEFANO, PC TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS WORKER'S COMPENSATION MATTERS FILED AGAINST THE CITY OF JERSEY CITY

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, Resolution 17.017, approved on January 11, 2017, awarded a one year professional services contract effective (**January 1, 2017**) to Biancamano & DiStefano, PC; and

WHEREAS, because all of the contract funds were expended for the payment of settled worker's compensation claims it is necessary to amend the contract to increase the contract amount by an additional \$25,000.00; and

WHEREAS, funds in the amount of \$25,000.00 are available in Account No.: 01-201-23-210-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Biancamano & DiStefano, PC is amended and the contract amount is increased by an additional \$25,000.00; and
2. The Mayor or Business Administrator is hereby authorized to execute the first amendment to the agreement attached hereto; and
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$25,000.00 are available in Account No.: 01-201-23-210-312. PO 124268

MJM 09/27/17

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | ABSENT | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando J. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing a professional services agreement with Biancamano & DiStefano to provide legal defense services of worker's compensation claims for the City of Jersey City.

Project Manager

| | | |
|----------------------------|----------------|------------------|
| Department/Division | Administration | Risk Management |
| Name/Title | Matt Hogan | Risk Manager |
| Phone/email | 201-547-5034 | matthew@jenj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide defense counsel services for worker's compensation claims filed against the City of Jersey City.

Cost (Identify all sources and amounts)

\$50,000.00
Risk Management / IFC: 01-201-23-210-312

Contract term (include all proposed renewals)

One (1) Year; effective 1/1/17 to 12/31/17

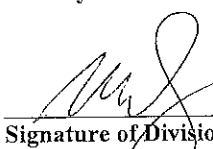
Type of award Fair & Open

If "Other Exception", enter type

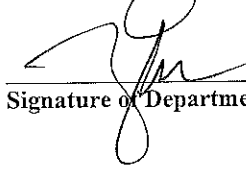
Additional Information

Biancamano & DiStefano responded to the Law Department's Request for Qualifications. Biancamano & DiStefano is listed on the City's 9/14/2016 list of qualified firms for worker's compensation.

I certify that all the facts presented herein are accurate.


Signature of Division Director


Date


Signature of Department Director


Date

**FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH
BIANCAMANO & DISTEFANO, PC TO REPRESENT THE CITY IN VARIOUS WORKER'S
COMPENSATION MATTERS FILED AGAINST THE CITY**

This Amendment of Agreement made this _____ day of _____, 2017 between the City of Jersey City (City) and Biancamano & DiStefano, PC.

WHEREAS, Resolution 17-017, approved on January 11, 2017, authorized a professional services agreement with Biancamano & DiStefano, PC to represent the City in various worker's compensation matters filed against the City; and

WHEREAS, Resolution 17-017 authorized a professional services contract in an amount not to exceed \$50,000.00 and for a term of 1 year; and

WHEREAS Biancamano & DiStefano, PC settled worker's compensation cases filed against the City exhausting the contract funds; and

WHEREAS, Biancamano & DiStefano, PC continues to handle additional worker's compensation claims filed against the City; and

WHEREAS it is necessary to increase the contract amount by an additional \$25,000.00 for performing the legal services associated with representing the City in various worker's compensation claims filed against the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with Biancamano & DiStefano, PC authorized by Resolution 17-017, approved on January 11, 2017, is amended to increase the sum by the amount of \$25,000.00 for the services associated with representing the City in worker's compensation claims filed against the City.
2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with Biancamano & DiStefano, PC dated January 11, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Biancamano & DiStefano, PC, have executed this First Amendment to the Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT KAKOLESKI
Business Administrator

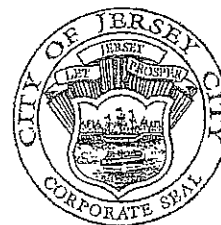
ATTEST:

BIANCAMANO & DISTEFANO, PC

5+D

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-017
Agenda No. 10.L
Approved: JAN 11 2017
TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
BIANCAMANO & DISTEFANO TO PROVIDE LEGAL DEFENSE SERVICES FOR
WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in
worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding
under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is
awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A.
1944A-20-4 et seq.; and

WHEREAS, Biancamano & DiStefano possesses the skills and expertise to perform these
services; and

WHEREAS, Biancamano & DiStefano agrees to provide these services at the rate of
\$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation
becomes necessary, for worker's compensation cases; and

WHEREAS, for a given matter, Biancamano & DiStefano shall submit an affidavit
setting forth its time and services performed; and

WHEREAS, Biancamano & DiStefano has submitted its Certification of Compliance with
the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be
available for public inspection; and

WHEREAS, funds are available for the costs of these services in Account No.: 01-2-1-23-
210-312.

TITLE:

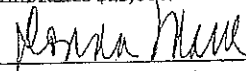
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
Biancamano & DiStefano TO PROVIDE LEGAL DEFENSE SERVICES FOR
WORKER'S COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City
that:

1. A one year contract effective as of January 1, 2017 is awarded to Biancamano & DiStefano for a total amount not to exceed \$50,000.00.
2. The award of this contract is subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary.
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in Account No.: 01-201-23-21-312 for the payment of this resolution. Temporary Encumbrance \$15,000.00

P.O. No.: 177382


Donna Mauer, Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

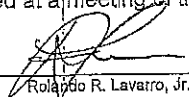
APPROVED 8-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.11.17 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | | | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-811

Agenda No. 10-V

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING THE WAIVER OF METERED PARKING FEES IN CERTAIN MUNICIPAL LOTS FROM NOVEMBER 25 THROUGH DECEMBER 31, 2017 IN ORDER TO ENCOURAGE ECONOMIC ACTIVITY IN CERTAIN COMMERCIAL AREAS

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, pursuant to Section 332-48 (A) and (B) of the Municipal Code, the City of Jersey City requires those who park motor vehicles at parking meters to deposit funds in any off street or on street meters, parking from Monday-Friday, during the hours of 9-6; and

WHEREAS, pursuant to Section 332-48(C) City Code, the Municipal Council may adopt a resolution to allow free parking in any metered parking zone, on or off street or both, upon a finding of public necessity, need or purpose; and

WHEREAS, December is the highest sustained peak shopping month of the year, beginning on the day after Thanksgiving; and

WHEREAS, waiving parking meter fees will encourage economic activity and attract the shopping public to the City's commercial areas during this period; and

WHEREAS, encouraging economic activity during the peak holiday shopping month, is a public purpose that allows the City to waive parking meter fees in commercial areas.

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Pursuant to Section 332-48(C) Meter parking fees shall be waived and parking shall be free for a maximum of 2 consecutive hours per vehicle per day, from November 25 through December 31, 2017 in all metered parking in the following commercial lots:
 - A. Off Street lots:
 - Lot 3: 352 Central Avenue
 - Lot 4: 388 Central Avenue
 - Lot 15: 754 West Side Avenue
 - Lot 32/33: 277 Central Ave
 - Lot 39: 522 West Side Avenue
 - Lot 44: 693 Newark Avenue
 - Lot 49: 328-342 Central Avenue
 - Lot 52: 174 Newark Avenue
2. The City Clerk shall forward a certified copy of this resolution to the Police Chief and Police Director.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ABSENT | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING FREE TWO (2) HOUR PARKING IN DESIGNATED MUNICIPAL PARKING LOTS FROM November 25, 2017 – December 31, 2017

Initiator

| | | |
|---------------------|---------------|---------------------------------|
| Department/Division | Public Safety | Division of Parking Enforcement |
| Name/Title | Mary Paretti | Director |
| Phone/email | (201)547-5538 | mspinello@msn.com |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this request is to encourage residents and non-residents to shop local businesses instead of the big box stores. The properties requested are all within local business districts; however, all are not Special Improvement Districts.

There is some financial impact to allowing this request, but, it is far less than allowing free two (2) hour parking at all on-street parking meters. That would result in loss of revenue totally approximately \$120,000 because you would have to suspend in all areas. Chalking and managing on-street suspension is difficult because we would have to chalk every car that parks citywide and go back after two (2) hours to see if the vehicle is still parked in the same location.

Allowing two (2) hour free parking in the Municipal Lots is much more manageable, more cost effective and follows what has been done over the past eight (8) plus years.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-812

Agenda No. 10.W

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 17-135 SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC), ARTICLE VIII (PERMIT PARKING), AMENDING SECTION 332-58 (PARKING RESTRICTIONS IN RESIDENTIAL ZONES) OF THE JERSEY CITY MUNICIPAL CODE EXTENDING ZONE 2 RESIDENTIAL PERMIT PARKING TO INCLUDE MOUNTAIN ROAD, DUE TO THE PRESENCE OF AN EMERGENCY PURSUANT TO N.J.S.A. 40:69A-181(b)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, at its meeting of October 11, 2017 at 6:00 p.m., the Municipal Council adopted Ordinance 17-135, which authorizes the City of Jersey City to amend Section 332-58 of the Jersey City Traffic Code to extend Zone 2 Residential Permit Parking to include Mountain Road in its entire length; and

WHEREAS, N.J.S.A. 40:69A-181(b) provides for a 20-day period prior to the effective date of all ordinances after adoption unless the Municipal Council, by resolution, declares the existence of an emergency; and

WHEREAS, it is necessary that this ordinance become effective immediately because it was always the intention to include Mountain Road in Zone 2 and any further delay will cause additional parking hardship to the residents.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An emergency is hereby declared for the reasons set forth herein; and
2. Pursuant to N.J.S.A. 40:69A-181(b) the 20-day waiting period prior to the effective date of Ordinance 17-135 is hereby waived so that this Ordinance may become effective immediately.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ABSENT | | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-813
Agenda No. 10-Z
Approved: OCT 11 2017
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SMITH-SONDY ASPHALT CONSTRUCTION CO., INC. FOR THE RESURFACING OF VARIOUS STREETS NJDOT FY 2015 MUNICIPAL-AID, PROJECT NO. 15-008-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for the **Resurfacing Various Streets NJDOT FY 2015 Municipal Aid, Project No. 15-008-E** for the Department of Administration/Division of Engineering pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City (City) has received **(3) Bids**, the lowest responsible bid being that from **Smith-Sondy Asphalt Construction Co., Inc.**, 150 Anderson Avenue, Wallington, NJ 07057, in the total bid amount of **One Million, Three Hundred Sixty Four Thousand, Eight Hundred Fifteen (\$1,364,815.04) Dollars and Four Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **One Million, Three Hundred Sixty Four Thousand, Eight Hundred Fifteen (\$1,364,815.04) Dollars and Four Cents**; is available in **NJDOT Municipal Aid Acct #02-213-40-504-314** and **Capital Acct #04-215-55-113-990**; and

Dept. of Administration/Division of Engineering

| Acct. No. | P.O. # | Amount |
|-------------------|--------|---|
| 02-213-40-504-314 | 126549 | NJDOT Municipal Acct \$1,004,590.00 |
| 04-215-55-113-990 | 126550 | Capital Acct \$360,225.04 |
| | | Total Contract \$1,364,815.04 |
| 02-215-55-113-990 | 126551 | Contingency \$272,963.00 |
| | | Total Encumbrance \$1,637,778.04 |

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Sondy-Sandy Asphalt Construction Co., Inc.** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

City Clerk File No. Res. 17-813Agenda No. 10.Z OCT 11 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SMITH-SONDY ASPHALT CONSTRUCTION CO., INC. FOR THE RESURFACING OF VARIOUS STREETS NJDOT FY 2015 MUNICIPAL-AID, PROJECT NO. 15-008-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Division of Engineering

| Acct. No. | P.O. # | Amount |
|-------------------|--------|---|
| 02-213-40-504-314 | 126549 | NJDOT Municipal Acct \$1,004,590.00 |
| 04-215-55-113-990 | 126550 | Capital Acct \$360,225.04 |
| | | Total Contract \$1,364,815.04 |
| 02-215-55-113-990 | 126551 | Contingency \$272,963.00 |
| | | Total Encumbrance \$1,637,778.04 |

Approved by Peter Botgade, Director of Purchasing, QPA 10/4/17

PF/pc
9/29/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | ABSENT | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a contract to **Smith-Sondy Asphalt Construction Co., Inc.** for NJDOT Municipal-Aid 2015, ACADEMY, MILL WAYNE AND CORELISON, PROJECT NO.15-008-E for Department of Administration, Division of Engineering, Traffic and Transportation.

Project Manager

| | | |
|----------------------------|------------------------------|---------------------------------------|
| Department/Division | Department of Administration | Engineering, Traffic & Transportation |
| Name/Title | Paul Russo, P.E. | Supervising Engineer |
| Phone/email | 201-547-4411 | PRusso@jcnj.org & Jcunha@jcnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The project involves the reconstruction of concrete curb ramps and the resurfacing of Academy, Mill, Wayne and Corelison Street. Curb ramps shall be constructed in conformance with ADA standards, and shall involve installation of detectable warning surfaces and replacement of existing curb and sidewalk necessary to accommodate the construction of the new ADA curb ramps. Project also involves installation of new regulatory signs, pavement repair along curb, replacement or resetting of inlet casting, and all other incidental work in accordance with the contract documents.

Improvements of Academy, Mill, Wayne and Corelison Street contract will enhance pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community. The scope of work includes improvements to roadway pavement surfaces, crosswalks, and storm water drainage that is consistent throughout Jersey City.

Cost (Identify all sources and amounts)

Contract term (Include all proposed renewals)

| | | | |
|----------------------------------|---------------------|---------|-----------------------|
| 2015 NJDOT Municipal-Aid | 02-213-40-504-314 | 0180425 | \$1,004,590.00 |
| 2017 Engineering Capital Account | 04-215-55-113-990 | 0180427 | \$360,225.04 |
| 2017 Engineering Capital Account | 04-215-55-113-990 | 0180709 | \$272,963.00 |
| | TOTAL AMOUNT | | \$1,637,778.04 |

150 Calendar Days after issuance of Notice to Proceed

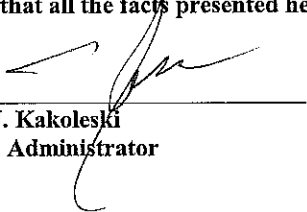
Type of award..... Public Bid Award
If "Other Exception", enter type..... N/A

Additional Information

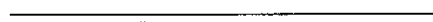
The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There was one (1) bidder:

| | |
|---|-------------------|
| Contractor | Bid Amount |
| Smith-Sondy Asphalt Construction Co., Inc., Wallington, NJ..... | \$1,364,815.04. |

I certify that all the facts presented herein are accurate.


Robert J. Kakolessi
Business Administrator


Date


Peter Folgado
Director of Purchasing, RPPO, QPA


Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4411 | F: 201 547-4412



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 29, 2017

FROM : Jose R. Cunha, P.E., C.M.E.
Municipal Engineer


TO : Robert Kakoleski, Business Administrator

SUBJECT : NJDOT FY2015 MUNICIPAL AID
ACADEMY, MILL, WAYNE, AND CORNELISON
PROJECT NO.15-008-E
Recommendation of Award of Contract

The Division of Engineering, Traffic and Transportation received three (3) bids for the above subjected project on Tuesday, September 26, 2017. Please find the attached bid summary showing the details of the following information;

- | | |
|------------------------------------|--------------------------|
| • Smith-Sondy Asphalt Construction | Total bid \$1,364,815.04 |
| • J.A. Alexander | Total bid \$1,372,498.50 |
| • Black Rock Enterprises | Total bid \$1,839,035.00 |

Upon review of the bid proposal, we recommend award of contract to Smith-Sondy Asphalt Const. Co., Inc. in the amount of \$1,364,815.04. We respectfully request that a 20% contingency in the amount of \$272,963.00 be included in the award in case of unforeseen and unexpected field conditions for a total award of \$1,637,778.04.


Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

Cc: Paul Russo
Vipul Patel
Chris Piersa
Dawn Odom



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 29, 2017
TO : Peter Folgado, Purchasing Director
FROM : Robert Kakoleski, Business Administrator
SUBJECT : NJDOT FY2015 MUNICIPAL AID
ACADEMY, MILL, WAYNE, AND CORELISON
PROJECT NO.15-008-E
Recommendation of Award of Contract

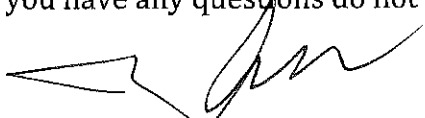
Please be advised, after careful and thorough review of the bid, I recommend that the contract be awarded to:

Smith-Sondy Asphalt Construction Co., Inc.
150 Anderson Avenue
Wallington, NJ 07056

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **October 11th, 2017 Council meeting**.

| REQ # | FUNDING | ACCOUNT NUMBER | AMOUNT |
|---------|-----------------------------------|-------------------|----------------|
| 0180425 | FY2015 NJDOT Municipal Aid - Base | 02-213-40-504-314 | \$1,004,590.00 |
| 0180427 | 2017 Engineering Capital Account | 04-215-55-113-990 | \$360,225.04 |
| 0180709 | 2017 Engineering Capital Account | 04-215-55-113-990 | \$272,963.00 |

If you have any questions do not hesitate to call.


Robert Kakoleski, Business Administrator

Attachments

CC: Jose R. Cunha, P.E., C.M.E., Director of Engineering
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 29, 2016

TO : Rolando L. Lavarro Jr., Council President and Council Members

CC : Robert Kakoleski, Business Administrator

FROM : Jose R. Cunha, P.E., Municipal Engineer

SUBJECT : **Recommendation of Award
to Smith-Sondy Asphalt Construction Co., Inc.
NJDOT FY2015 MUNICIPAL AID
ACADEMY, MILL, WAYNE, AND CORNELISON
PROJECT NO.15-008-E**

The improvements of Academy, Mill, Wayne, and Cornelison Street project involves the milling and resurfacing of pavement. The project also involves reconstruction of ADA compliant handicap ramps, installation of new regulatory signs, replacement or resetting of inlet casting, installation of imaging detection system and all other incidental work in accordance with the contract documents.

On September 26, 2017 the Jersey City Division of Purchasing received three (3) bids for the above contract. Smith-Sondy Asphalt Construction Co., Inc. is the apparent, responsible low bidder.

In the best interest of the City, the Division of Engineering has accepted the low bid from Smith SONDY Asphalt Construction Co., Inc. in the amount of \$1,364,815.04. This amount is approximately 2.21% higher the Engineer's Estimate amount of \$ 1,335,220.00

Regards,

Jose R. Cunha
Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

2015 Municipal Aid
Academy, Mill, Wayne, and Corelison
Jersey City, Hudson County, New Jersey

ENGINEER'S DESIGN ESTIMATE - REVISED 8/17/2017

| NO. | ITEMS | UNIT | CONTRACT QUANTITIES | UNIT PRICE | AMOUNT |
|-----|--|-------|---------------------|------------|---------------|
| 1 | CONSTRUCTION SIGNS | SF | 300 | \$20.00 | \$ 6,000.00 |
| 2 | CONSTRUCTION IDENTIFICATION SIGNS (48"x48") | UNIT | 4 | \$1,500.00 | \$ 6,000.00 |
| 3 | BREAKAWAY BARRICADES | UNIT | 180 | \$60.00 | \$ 10,800.00 |
| 4 | TRAFFIC DRUMS | UNIT | 180 | \$30.00 | \$ 5,400.00 |
| 5 | TRAFFIC CONES | UNIT | 180 | \$10.00 | \$ 1,800.00 |
| 6 | TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION | UNIT | 4 | \$8,000.00 | \$ 32,000.00 |
| 7 | INLET TYPE 'A' (IF & WHERE DIRECTED) | UNIT | 4 | \$4,000.00 | \$ 16,000.00 |
| 8 | INLET TYPE 'B' (IF & WHERE DIRECTED) | UNIT | 8 | \$4,000.00 | \$ 32,000.00 |
| 9 | INLET TYPE 'E' (IF & WHERE DIRECTED) | UNIT | 4 | \$4,000.00 | \$ 16,000.00 |
| 10 | RECONSTRUCT INLET, TYPE A, USING NEW CASTING (IF & WHERE DIRECTED) | UNIT | 4 | \$1,300.00 | \$ 5,200.00 |
| 11 | RECONSTRUCT INLET, TYPE B, USING NEW CASTING (IF & WHERE DIRECTED) | UNIT | 8 | \$2,200.00 | \$ 17,600.00 |
| 12 | RECONSTRUCT INLET, TYPE E, USING NEW CASTING (IF & WHERE DIRECTED) | UNIT | 4 | \$2,200.00 | \$ 8,800.00 |
| 13 | RESET INLET W/ NEW FRAME, CURB PIECE, BICYCLE SAFE GRATE | UNIT | 20 | \$1,000.00 | \$ 20,000.00 |
| 14 | RESET INLET W/ EXIST. FRAME, CURB PIECE, BICYCLE SAFE GRATE | UNIT | 4 | \$500.00 | \$ 2,000.00 |
| 15 | DRIVEWAY ACCESS BACKPLATE | UNIT | 4 | \$600.00 | \$ 2,400.00 |
| 16 | CURB PIECE TYPE 'N', 4" | UNIT | 4 | \$275.00 | \$ 1,100.00 |
| 17 | CURB PIECE TYPE 'N', 6" | UNIT | 4 | \$300.00 | \$ 1,200.00 |
| 18 | CURB PIECE TYPE 'N', 8" | UNIT | 4 | \$325.00 | \$ 1,300.00 |
| 19 | INLET FILTER, TYPE 1 | UNIT | 32 | \$100.00 | \$ 3,200.00 |
| 20 | CATCH BASIN TRAP | UNIT | 4 | \$600.00 | \$ 2,400.00 |
| 21 | CATCH BASIN WALL PLATE | UNIT | 6 | \$650.00 | \$ 3,900.00 |
| 22 | REPAIRED CATCH BASIN WALL | SF | 500 | \$25.00 | \$ 12,500.00 |
| 23 | 12" DIP CLASS 52 (IF & WHERE DIRECTED) | LF | 40 | \$85.00 | \$ 3,400.00 |
| 24 | 16" DIP CLASS 52 (IF & WHERE DIRECTED) | LF | 40 | \$100.00 | \$ 4,000.00 |
| 25 | 3/4" WASHED GRAVEL PIPE BEDDING (IF & WHERE DIRECTED) | TON | 40 | \$30.00 | \$ 1,200.00 |
| 26 | 9"x20" CONCRETE VERTICAL CURB | LF | 3000 | \$40.00 | \$ 120,000.00 |
| 27 | CONCRETE SIDEWALK, 4" THICK | SY | 1100 | \$80.00 | \$ 88,000.00 |
| 28 | CONCRETE SIDEWALK, REINFORCED 6" THICK | SY | 150 | \$90.00 | \$ 13,500.00 |
| 29 | CONCRETE DRIVEWAY, REINFORCED 8" THICK | SY | 150 | \$100.00 | \$ 15,000.00 |
| 30 | DETECTABLE WARNING SURFACE | SY | 50 | \$150.00 | \$ 7,500.00 |
| 31 | BRICK PAVERS (IF & WHERE DIRECTED) | SY | 50 | \$150.00 | \$ 7,500.00 |
| 32 | SAWCUTTING, 10" OR LESS | LF | 4000 | \$2.50 | \$ 10,000.00 |
| 33 | DENSE GRADED AGGREGATE, 4" THICK (IF & WHERE DIRECTED) | SY | 500 | \$30.00 | \$ 15,000.00 |
| 34 | ASPHALT PRICE ADJUSTMENT | LS | 1 | \$1,600.00 | \$ 1,600.00 |
| 35 | FUEL PRICE ADJUSTMENT | LS | 1 | \$1,000.00 | \$ 1,000.00 |
| 36 | HMA MILLING, 3" OR LESS | SY | 28000 | \$4.00 | \$ 111,998.22 |
| 37 | HMA PATCH | TON | 400 | \$90.00 | \$ 36,000.00 |
| 38 | HMA 19M64 BASE COURSE, 6" THICK (5% OF THE AREA) | TON | 350 | \$90.00 | \$ 31,500.00 |
| 39 | HMA 9.5M64 SURFACE COURSE, 2" THICK (PLUS 1/2") | TON | 4000 | \$90.00 | \$ 360,000.00 |
| 40 | GEOTEXTILE | SY | 500 | \$5.00 | \$ 2,500.00 |
| 41 | EXCAVATION UNCLASSIFIED | CY | 500 | \$40.00 | \$ 20,000.00 |
| 42 | EXCAVATION TEST PITS | CY | 30 | \$50.00 | \$ 1,500.00 |
| 43 | TRAFFIC STRIPES LONG LIFE THERMOPLASTIC, 4" THICK | LF | 30000 | \$0.65 | \$ 19,500.00 |
| 44 | TRAFFIC MARKINGS SYMBOLS LONG LIFE THERMOPLASTIC | SF | 1500 | \$6.00 | \$ 9,000.00 |
| 45 | NO PARKING DRIVEWAY | UNITS | 150 | \$50.00 | \$ 7,500.00 |
| 46 | STRIPED RUMBLE STRIP | LF | 300 | \$5.00 | \$ 1,500.00 |
| 47 | REGULATORY TRAFFIC SIGN WITH WITH STEEL POST | SF | 300 | \$50.00 | \$ 15,000.00 |
| 48 | RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST | UNIT | 20 | \$160.00 | \$ 3,200.00 |
| 49 | RELOCATE OR REMOVE EXISTING TRAFFIC SIGN | UNIT | 20 | \$150.00 | \$ 3,000.00 |
| 50 | RESET SEWER MANHOLE, 24" USING NEW CASTING | UNIT | 40 | \$800.00 | \$ 32,000.00 |
| 51 | RESET SEWER MANHOLE, 30" USING NEW CASTING | UNIT | 4 | \$1,500.00 | \$ 6,000.00 |
| 52 | RESET WATER VALVE BOX WITH RISER | UNIT | 40 | \$40.00 | \$ 1,600.00 |
| 53 | RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX) | UNIT | 4 | \$80.00 | \$ 320.00 |
| 54 | NEW WATER VALVE BOX ENTIRE ASSEMBLY | UNIT | 8 | \$450.00 | \$ 3,600.00 |
| 55 | NEW WATER VALVE BOX UPPER ASSEMBLY | UNIT | 8 | \$325.00 | \$ 2,600.00 |
| 56 | IMAGING DETECTION SYSTEM | UNIT | 4 | \$8,500.00 | \$ 34,000.00 |
| 57 | PEDESTRIAN SIGNAL HEAD | UNIT | 16 | \$1,000.00 | \$ 16,000.00 |
| 58 | PEDESTRIAN SIGNAL POLE & FOUNDATION | UNIT | 2 | \$1,700.00 | \$ 3,400.00 |
| 59 | PUSH BUTTON | UNIT | 14 | \$300.00 | \$ 4,200.00 |
| 60 | RESET JUNCTION BOX | UNIT | 28 | \$1,000.00 | \$ 28,000.00 |
| 61 | RELOCATE JUNCTION BOX WITH NEW BOX | UNIT | 20 | \$3,500.00 | \$ 70,000.00 |
| 62 | 3" RIGID METALLIC CONDUIT, TYPE EARTH | LF | 400 | \$35.00 | \$ 14,000.00 |
| 63 | CELLULAR PHONE SERVICE | LS | 1 | \$2,000.00 | \$ 2,000.00 |

SUBTOTAL BASE BID: \$ 1,335,218.22

10% CONTINGENCY: \$ 133,521.82

15% CONSTRUCTION AND INSPECTION \$ 200,282.73

TOTAL PROJECT ESTIMATED COST: \$ 1,669,022.78

New Jersey Department of Transportation
Division of Local Aid And Economic Development
Summary of Bids - State Aid

| Project | | | Bids Received 09/26/2017 | | | | | | | | | |
|---|--|----------|--------------------------|--|---------------------|----------------------|--------------------|-----------------------------------|------------|--------------|------------|--------------|
| Academy, Mill, Wayne, and Corelison Project No. 15-008 | | | Engineer's Estimate | Contractor Name | | Contractor Name | | Contractor Name | | AVERAGE BID | | |
| Municipality Jersey City | | | | SMITH-SONDY ASPHALT CONSTRUCTION CO, INC. | | J.A. ALEXANDER, INC. | | BLACK ROCK ENTERPRISES, L.L.C. | | | | |
| County Hudson | | | | Street Address | | Street Address | | Street Address | | | | |
| | | | | 150 Anderson Ave. | | 130 JFK Drive | | 1316 Englishtown Rd. | | | | |
| | | | City/State/Zip | | City/State/Zip | | City/State/Zip | | | | | |
| | | | Willington/Nj/07057 | | Bloomfield/Nj/07003 | | Oldbridge/Nj/08857 | | | | | |
| Item | Description | Quantity | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | CONSTRUCTION SIGNS | 300 SF | \$20.00 | \$6,000.00 | \$0.25 | \$75.00 | \$0.01 | \$3.00 | \$15.00 | \$4,500.00 | \$5.09 | \$1,526.00 |
| 2 | CONSTRUCTION IDENTIFICATION SIGNS (48"x48") | 4 UNIT | \$1,500.00 | \$6,000.00 | \$500.00 | \$2,000.00 | \$300.00 | \$1,200.00 | \$375.00 | \$1,500.00 | \$391.67 | \$1,566.67 |
| 3 | BREAKAWAY BARRICADES | 180 UNIT | \$60.00 | \$10,800.00 | \$0.10 | \$18.00 | \$0.01 | \$1.80 | \$50.00 | \$9,000.00 | \$16.70 | \$3,006.60 |
| 4 | TRAFFIC DRUMS | 180 UNIT | \$30.00 | \$5,400.00 | \$60.00 | \$10,800.00 | \$0.01 | \$1.80 | \$35.00 | \$6,300.00 | \$31.67 | \$5,700.60 |
| 5 | TRAFFIC CONES | 180 UNIT | \$10.00 | \$1,800.00 | \$0.10 | \$18.00 | \$0.01 | \$1.80 | \$20.00 | \$3,600.00 | \$6.70 | \$1,206.60 |
| 6 | TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION | 4 UNIT | \$8,000.00 | \$32,000.00 | \$1.00 | \$4.00 | \$0.01 | \$0.04 | \$10.00 | \$40.00 | \$3.67 | \$14.68 |
| 7 | INLET TYPE 'A' (IF & WHERE DIRECTED) | 4 UNIT | \$4,000.00 | \$16,000.00 | \$338.00 | \$1,352.00 | \$4,000.00 | \$16,000.00 | \$5,000.00 | \$20,000.00 | \$3,112.67 | \$12,450.67 |
| 8 | INLET TYPE 'B' (IF & WHERE DIRECTED) | 8 UNIT | \$4,000.00 | \$32,000.00 | \$5,745.00 | \$45,960.00 | \$5,000.00 | \$40,000.00 | \$5,400.00 | \$43,200.00 | \$5,381.67 | \$43,053.33 |
| 9 | INLET TYPE 'E' (IF & WHERE DIRECTED) | 4 UNIT | \$4,000.00 | \$16,000.00 | \$574.00 | \$2,296.00 | \$4,500.00 | \$18,000.00 | \$5,500.00 | \$22,000.00 | \$3,524.67 | \$14,098.67 |
| 10 | RECONSTRUCT INLET, TYPE A, USING NEW CASTING (IF & WHERE DIRECTED) | 4 UNIT | \$1,300.00 | \$5,200.00 | \$16.32 | \$65.28 | \$1,250.00 | \$5,000.00 | \$4,000.00 | \$16,000.00 | \$1,755.44 | \$7,021.76 |
| 11 | RECONSTRUCT INLET, TYPE B, USING NEW CASTING (IF & WHERE DIRECTED) | 8 UNIT | \$2,200.00 | \$17,600.00 | \$2,670.00 | \$21,360.00 | \$2,000.00 | \$16,000.00 | \$4,000.00 | \$32,000.00 | \$2,890.00 | \$23,120.00 |
| 12 | RECONSTRUCT INLET, TYPE E, USING NEW CASTING (IF & WHERE DIRECTED) | 4 UNIT | \$2,200.00 | \$8,800.00 | \$24.68 | \$98.72 | \$1,850.00 | \$7,400.00 | \$4,200.00 | \$16,800.00 | \$2,024.89 | \$8,099.57 |
| 13 | RESET INLET W/ NEW FRAME, CURB PIECE, BICYCLE SAFE GRATE | 20 UNIT | \$1,000.00 | \$20,000.00 | \$1,520.00 | \$30,400.00 | \$500.00 | \$10,000.00 | \$1,500.00 | \$30,000.00 | \$1,173.33 | \$23,466.67 |
| 14 | RESET INLET W/ EXIST. FRAME, CURB PIECE, BICYCLE SAFE GRATE | 4 UNIT | \$500.00 | \$2,000.00 | \$840.00 | \$3,360.00 | \$350.00 | \$1,400.00 | \$365.00 | \$1,460.00 | \$518.33 | \$2,073.33 |
| 15 | DRIVEWAY ACCESS BACKPLATE | 4 UNIT | \$600.00 | \$2,400.00 | \$765.00 | \$3,060.00 | \$750.00 | \$3,000.00 | \$485.00 | \$1,940.00 | \$666.67 | \$2,666.67 |
| 16 | CURB PIECE TYPE 'N', 4" | 4 UNIT | \$275.00 | \$1,100.00 | \$405.00 | \$1,620.00 | \$500.00 | \$2,000.00 | \$370.00 | \$1,480.00 | \$425.00 | \$1,700.00 |
| 17 | CURB PIECE TYPE 'N', 6" | 4 UNIT | \$300.00 | \$1,200.00 | \$405.00 | \$1,620.00 | \$500.00 | \$2,000.00 | \$365.00 | \$1,460.00 | \$423.33 | \$1,693.33 |
| 18 | CURB PIECE TYPE 'N', 8" | 4 UNIT | \$325.00 | \$1,300.00 | \$40.50 | \$162.00 | \$500.00 | \$2,000.00 | \$365.00 | \$1,460.00 | \$301.83 | \$1,207.33 |
| 19 | INLET FILTER, TYPE I | 32 UNIT | \$100.00 | \$3,200.00 | \$112.00 | \$3,584.00 | \$0.01 | \$0.32 | \$170.00 | \$5,440.00 | \$94.00 | \$3,008.11 |
| 20 | CATCH BASIN TRAP | 4 UNIT | \$600.00 | \$2,400.00 | \$450.00 | \$1,800.00 | \$100.00 | \$400.00 | \$185.00 | \$740.00 | \$245.00 | \$980.00 |
| 21 | CATCH BASIN WALL PLATE | 6 UNIT | \$650.00 | \$3,900.00 | \$450.00 | \$2,700.00 | \$100.00 | \$600.00 | \$565.00 | \$3,390.00 | \$371.67 | \$2,230.00 |
| 22 | REPAIRED CATCH BASIN WALL | 500 SF | \$25.00 | \$12,500.00 | \$50.25 | \$25,125.00 | \$0.01 | \$5.00 | \$35.00 | \$17,500.00 | \$28.42 | \$14,210.00 |
| 23 | 12" DIP CLASS 52 (IF & WHERE DIRECTED) | 40 LF | \$65.00 | \$3,400.00 | \$175.00 | \$7,000.00 | \$100.00 | \$4,000.00 | \$145.00 | \$5,800.00 | \$140.00 | \$5,600.00 |
| 24 | 16" DIP CLASS 52 (IF & WHERE DIRECTED) | 40 LF | \$100.00 | \$4,000.00 | \$9.00 | \$360.00 | \$110.00 | \$4,400.00 | \$260.00 | \$10,400.00 | \$126.33 | \$5,053.33 |
| 25 | 3/4" WASHED GRAVEL PIPE BEDDING (IF & WHERE DIRECTED) | 40 TON | \$30.00 | \$1,200.00 | \$22.35 | \$894.00 | \$0.01 | \$0.40 | \$28.00 | \$1,120.00 | \$16.79 | \$671.47 |
| 26 | 9"X20" CONCRETE VERTICAL CURB | 3,000 LF | \$40.00 | \$120,000.00 | \$59.60 | \$178,800.00 | \$35.00 | \$105,000.00 | \$47.00 | \$141,000.00 | \$47.20 | \$141,600.00 |
| 27 | CONCRETE SIDEWALK, 4" THICK | 1,100 SY | \$80.00 | \$88,000.00 | \$76.90 | \$84,590.00 | \$95.00 | \$104,500.00 | \$105.00 | \$115,500.00 | \$92.30 | \$101,530.00 |
| 28 | CONCRETE SIDEWALK, REINFORCED 6" THICK | 150 SY | \$90.00 | \$13,500.00 | \$76.90 | \$11,535.00 | \$95.00 | \$14,250.00 | \$150.00 | \$22,500.00 | \$107.30 | \$16,095.00 |
| 29 | CONCRETE DRIVEWAY, REINFORCED 8" THICK | 150 SY | \$100.00 | \$15,000.00 | \$103.00 | \$15,450.00 | \$100.00 | \$15,000.00 | \$180.00 | \$27,000.00 | \$127.67 | \$19,150.00 |
| 30 | DETECTABLE WARNING SURFACE | 50 SY | \$150.00 | \$7,500.00 | \$325.00 | \$16,250.00 | \$150.00 | \$7,500.00 | \$400.00 | \$20,000.00 | \$291.67 | \$14,583.33 |
| 31 | BRICK PAVERS (IF & WHERE DIRECTED) | 50 SY | \$150.00 | \$7,500.00 | \$115.00 | \$5,750.00 | \$250.00 | \$12,500.00 | \$200.00 | \$10,000.00 | \$188.33 | \$9,416.67 |

New Jersey Department of Transportation
Division of Local Aid And Economic Development
Summary of Bids - State Aid

| Project No. 15-008 | | | Engineer's Estimate | | Contractor Name | | Contractor Name | | Contractor Name | | AVERAGE BID | |
|--------------------------|--|-----------|---------------------|--------------|--|--------------|----------------------|--------------|--------------------------------|--------------|----------------|--------------|
| Municipality Jersey City | | | | | SMITH-SONDY ASPHALT CONSTRUCTION CO., INC. | | J.A. ALEXANDER, INC. | | BLACK ROCK ENTERPRISES, L.L.C. | | | |
| County Hudson | | | | | | | | | | | | |
| Item | Description | Quantity | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 32 | SAWCUTTING, 10" OR LESS | 4,000 LF | \$2.50 | \$10,000.00 | \$7.60 | \$30,400.00 | \$0.01 | \$40.00 | \$7.00 | \$28,000.00 | \$4.87 | \$19,480.00 |
| 33 | DENSE GRADED AGGREGATE, 4" THICK (IF & WHERE DIRECTED) | 500 SY | \$30.00 | \$15,000.00 | \$1.00 | \$500.00 | \$0.01 | \$5.00 | \$80.00 | \$40,000.00 | \$27.00 | \$13,501.67 |
| 34 | ASPHALT PRICE ADJUSTMENT | 1 LS | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 |
| 35 | FUEL PRICE ADJUSTMENT | 1 LS | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| 36 | HMA MILLING, 3" OR LESS | 28,000 SY | \$4.00 | \$112,000.00 | \$6.50 | \$182,000.00 | \$4.50 | \$126,000.00 | \$6.00 | \$168,000.00 | \$5.67 | \$158,666.67 |
| 37 | HMA PATCH | 400 TON | \$90.00 | \$36,000.00 | \$5.26 | \$2,104.00 | \$0.01 | \$4.00 | \$110.00 | \$44,000.00 | \$38.42 | \$15,369.33 |
| 38 | HMA 19M64 BASE COURSE, 6" THICK (5% OF THE AREA) | 350 TON | \$90.00 | \$31,500.00 | \$52.60 | \$18,410.00 | \$40.00 | \$14,000.00 | \$96.50 | \$33,775.00 | \$63.03 | \$22,061.67 |
| 39 | HMA 9.5M64 SURFACE COURSE, 2" THICK (PLUS 1/2") | 4,000 TON | \$90.00 | \$360,000.00 | \$87.25 | \$349,000.00 | \$78.00 | \$312,000.00 | \$86.00 | \$344,000.00 | \$83.75 | \$335,000.00 |
| 40 | GEOTEXTILE | 500 SY | \$5.00 | \$2,500.00 | \$0.60 | \$300.00 | \$0.01 | \$5.00 | \$3.50 | \$1,750.00 | \$1.37 | \$685.00 |
| 41 | EXCAVATION UNCLASSIFIED | 500 CY | \$40.00 | \$20,000.00 | \$24.00 | \$12,000.00 | \$0.01 | \$5.00 | \$41.00 | \$20,500.00 | \$21.67 | \$10,835.00 |
| 42 | EXCAVATION TEST PITS | 30 CY | \$50.00 | \$1,500.00 | \$1.00 | \$30.00 | \$0.01 | \$0.30 | \$180.00 | \$5,400.00 | \$60.34 | \$1,810.10 |
| 43 | TRAFFIC STRIPES LONG LIFE THERMOPLASTIC, 4" THICK | 30,000 LF | \$0.65 | \$19,500.00 | \$1.60 | \$48,000.00 | \$0.68 | \$20,400.00 | \$0.60 | \$18,000.00 | \$0.96 | \$28,800.00 |
| 44 | TRAFFIC MARKINGS SYMBOLS LONG LIFE THERMOPLASTIC | 1,500 SF | \$6.00 | \$9,000.00 | \$6.15 | \$9,225.00 | \$6.75 | \$10,125.00 | \$6.05 | \$9,075.00 | \$6.32 | \$9,475.00 |
| 45 | NO PARKING DRIVEWAY | 150 UNITS | \$50.00 | \$7,500.00 | \$55.80 | \$8,370.00 | \$50.00 | \$7,500.00 | \$55.00 | \$8,250.00 | \$53.60 | \$8,040.00 |
| 46 | STRIPED RUMBLE STRIP | 300 LF | \$5.00 | \$1,500.00 | \$2.80 | \$840.00 | \$5.50 | \$1,650.00 | \$2.75 | \$825.00 | \$3.68 | \$1,105.00 |
| 47 | REGULATORY TRAFFIC SIGN WITH WITH STEEL POST | 300 SF | \$50.00 | \$15,000.00 | \$40.20 | \$12,060.00 | \$5.00 | \$1,500.00 | \$40.00 | \$12,000.00 | \$28.40 | \$8,520.00 |
| 48 | RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST | 20 UNIT | \$160.00 | \$3,200.00 | \$270.00 | \$5,400.00 | \$250.00 | \$5,000.00 | \$138.00 | \$2,760.00 | \$219.33 | \$4,386.67 |
| 49 | RELOCATE OR REMOVE EXISTING TRAFFIC SIGN | 20 UNIT | \$160.00 | \$3,000.00 | \$270.00 | \$5,400.00 | \$50.00 | \$1,000.00 | \$105.00 | \$2,100.00 | \$141.67 | \$2,833.33 |
| 50 | RESET SEWER MANHOLE, 24" USING NEW CASTING | 40 UNIT | \$800.00 | \$32,000.00 | \$997.00 | \$39,880.00 | \$750.00 | \$30,000.00 | \$950.00 | \$38,000.00 | \$899.00 | \$35,960.00 |
| 51 | RESET SEWER MANHOLE, 30" USING NEW CASTING | 4 UNIT | \$1,500.00 | \$6,000.00 | \$1,165.00 | \$4,660.00 | \$850.00 | \$3,400.00 | \$960.00 | \$3,840.00 | \$991.67 | \$3,966.67 |
| 52 | RESET WATER VALVE BOX WITH RISER | 40 UNIT | \$40.00 | \$1,600.00 | \$28.00 | \$1,120.00 | \$25.00 | \$1,000.00 | \$500.00 | \$20,000.00 | \$184.33 | \$7,373.33 |
| 53 | RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX) | 4 UNIT | \$80.00 | \$320.00 | \$17.70 | \$70.80 | \$0.01 | \$0.04 | \$500.00 | \$2,000.00 | \$172.57 | \$690.28 |
| 54 | NEW WATER VALVE BOX ENTIRE ASSEMBLY | 8 UNIT | \$450.00 | \$3,600.00 | \$1,770.00 | \$14,160.00 | \$250.00 | \$2,000.00 | \$1,000.00 | \$8,000.00 | \$1,006.67 | \$8,053.33 |
| 55 | NEW WATER VALVE BOX UPPER ASSEMBLY | 8 UNIT | \$325.00 | \$2,600.00 | \$9.78 | \$78.24 | \$250.00 | \$2,000.00 | \$500.00 | \$4,000.00 | \$253.26 | \$2,026.08 |
| 56 | IMAGING DETECTION SYSTEM | 4 UNIT | \$8,500.00 | \$34,000.00 | \$13,700.00 | \$54,800.00 | \$14,500.00 | \$58,000.00 | \$14,180.00 | \$56,720.00 | \$14,126.67 | \$56,506.67 |
| 57 | PEDESTRIAN SIGNAL HEAD | 16 UNIT | \$1,000.00 | \$16,000.00 | \$1,150.00 | \$18,400.00 | \$1,200.00 | \$19,200.00 | \$1,155.00 | \$18,480.00 | \$1,168.33 | \$18,693.33 |
| 58 | PEDESTRIAN SIGNAL POLE & FOUNDATION | 2 UNIT | \$1,700.00 | \$3,400.00 | \$4,440.00 | \$8,880.00 | \$4,500.00 | \$9,000.00 | \$4,455.00 | \$8,910.00 | \$4,465.00 | \$8,930.00 |
| 59 | PUSH BUTTON | 14 UNIT | \$300.00 | \$4,200.00 | \$525.00 | \$7,350.00 | \$550.00 | \$7,700.00 | \$530.00 | \$7,420.00 | \$535.00 | \$7,490.00 |
| 60 | RESET JUNCTION BOX | 28 UNIT | \$1,000.00 | \$28,000.00 | \$7.50 | \$210.00 | \$650.00 | \$18,200.00 | \$625.00 | \$17,500.00 | \$427.50 | \$11,970.00 |
| 61 | RELOCATE JUNCTION BOX WITH NEW BOX | 20 UNIT | \$3,500.00 | \$70,000.00 | \$123.00 | \$2,460.00 | \$14,000.00 | \$280,000.00 | \$13,600.00 | \$272,000.00 | \$9,241.00 | \$184,820.00 |
| 62 | 3" RIGID METALLIC CONDUIT, TYPE EARTH | 400 LF | \$35.00 | \$14,000.00 | \$115.00 | \$46,000.00 | \$115.00 | \$46,000.00 | \$115.00 | \$46,000.00 | \$115.00 | \$46,000.00 |
| 63 | CELLULAR PHONE SERVICE | 1 LS | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| TOTAL BID AMOUNT | | | \$1,335,220.00 | | \$1,364,815.04 | | \$1,372,498.50 | | \$1,839,035.00 | | \$1,525,449.51 | |

SCHEDULE OF PRICES

ITEM NO. 1

CONSTRUCTION SIGNS

300 S.F. @ \$ 0.25 per Square Foot \$ 75.00

Zero dollars and twenty-five cents
(Write Unit Price)

ITEM NO. 2

CONSTRUCTION IDENTIFICATION SIGNS (48"X48")

4 Units @ \$ 500.00 per Unit \$ 2,000.00

Five hundred dollars and zero cents
(Write Unit Price)

ITEM NO. 3

BREAKAWAY BARRICADES

180 Units @ \$ 0.10 per Unit \$ 18.00

Zero dollars and ten cents
(Write Unit Price)

ITEM NO. 4

TRAFFIC DRUMS

180 Units @ \$ 60.00 per Unit \$ 10,800.00

Sixty dollars and zero cents
(Write Unit Price)

ITEM NO. 5

TRAFFIC CONES

180 Units @ \$ 0.10 per Unit \$ 18.00

Zero dollars and ten cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 6

**TRAFFIC CONTROL TRUCK WITH
MOUNTED CRASH CUSHION**

4 Units @ \$ 1.00 per Unit

\$ 4.00

One dollars and zero cents
(Write Unit Price)

ITEM NO. 7

INLET, TYPE 'A' (IF & WHERE DIRECTED)

4 Unit @ \$ 338.00 per Unit

\$ 1352.00

Three hundred thirty eight dollars
(Write Unit Price) and zero cents

ITEM NO. 8

INLET, TYPE 'B' (IF & WHERE DIRECTED)

8 Units @ \$ 5,745.00 per Unit

\$ 45,960.00

Five thousand, seven hundred forty-five
(Write Unit Price) dollars and zero cents

ITEM NO. 9

INLET, TYPE 'E' (IF & WHERE DIRECTED)

4 Unit @ \$ 574.00 per Unit

\$ 2,296.00

Five hundred seventy four dollars
(Write Unit Price) and zero cents

ITEM NO. 10

**RECONSTRUCT INLET, TYPE A,
USING NEW CASTING (IF & WHERE DIRECTED)**

4 Unit @ \$ 16.32 per Unit

\$ 65.28

Sixteen dollars and thirty-two
(Write Unit Price) cents

SCHEDULE OF PRICES

ITEM NO. 11

**RECONSTRUCT INLET, TYPE B,
USING NEW CASTING (IF & WHERE DIRECTED)**

8 Units @ \$2,670.00 per Unit \$21,360.00

Two thousand, six hundred seventy dollars
(Write Unit Price) and zero cents

ITEM NO. 12

**RECONSTRUCT INLET, TYPE E,
USING NEW CASTING (IF & WHERE DIRECTED)**

4 Units @ \$24.68 per Unit \$ 98.72

Twenty-four dollars and sixty-eight cents
(Write Unit Price)

ITEM NO. 13

**RESET INLET W/ NEW FRAME, CURB PIECE,
BICYCLE SAFE GRATE**

20 Units @ \$1,520.00 per Unit \$ 30,400.00

One thousand, five hundred twenty
(Write Unit Price) dollars and zero cents

ITEM NO. 14

**RESET INLET W/ EXIST. FRAME, CURB PIECE,
BICYCLE SAFE GRATE**

4 Units @ \$840.00 per Unit \$ 3,360.00

Eight hundred forty dollars and
(Write Unit Price) zero cents

ITEM NO. 15

DRIVEWAY ACCESS BACKPLATE

4 Units @ \$765.00 per Unit \$ 3,060.00

Seven hundred sixty five dollars and
(Write Unit Price) zero cents

SCHEDULE OF PRICES

ITEM NO. 16

CURB PIECE TYPE 'N', 4"

4 Units @ \$ 405.00 per Unit

\$ 1,620.00

Four hundred five dollars and zero
(Write Unit Price) cents

ITEM NO. 17

CURB PIECE TYPE 'N', 6"

4 Units @ \$ 405.00 per Unit

\$ 1,620.00

Four hundred five dollars and
(Write Unit Price) zero cents

ITEM NO. 18

CURB PIECE TYPE 'N', 8"

4 Units @ \$ 40.50 per Unit

\$ 162.00

Forty dollars and fifty cents
(Write Unit Price)

ITEM NO. 19

INLET FILTER, TYPE 1

32 Units @ \$ 112.00 per Unit

\$ 3,584.00

One hundred twelve dollars and
(Write Unit Price) zero cents

ITEM NO. 20

CATCH BASIN TRAP

4 Units @ \$ 450.00 per Unit

\$ 1,800.00

Four hundred fifty dollars and
(Write Unit Price) zero cents

City of Jersey City

SCHEDULE OF PRICES

ITEM NO. 21

CATCH BASIN WALL PLATE

6 Units @ \$ 450.00 per Unit

\$ 2,700.00

Four hundred fifty dollars and
(Write Unit Price) zero cents

ITEM NO. 22

REPAIRED CATCH BASIN WALL

500 S.F. @ \$ 50.25 per Square Foot

\$ 25,125.00

Fifty dollars and twenty-five cents
(Write Unit Price)

ITEM NO. 23

12" DIP CLASS 52 (IF & WHERE DIRECTED)

40 L.F. @ \$ 175.00 per Linear Foot

\$ 7,000.00

One hundred seventy-five dollars and
(Write Unit Price) zero cents

ITEM NO. 24

16" DIP CLASS 52 (IF & WHERE DIRECTED)

40 L.F. @ \$ 9.00 per Linear Foot

\$ 360.00

Nine dollars and zero cents
(Write Unit Price)

ITEM NO. 25

¾" WASHED GRAVEL PIPE BEDDING
(IF & WHERE REQUIRED)

40 Tons @ \$ 22.35 per Ton

\$ 894.00

Twenty-two dollars and thirty-five
(Write Unit Price) cents

SCHEDULE OF PRICES

| | | | |
|--------------------|--|--|----------------------|
| ITEM NO. 26 | 9"X20" CONCRETE VERTICAL CURB | 3,000 L.F. @ \$ <u>59.60</u> per Linear Foot | \$ <u>178,800.00</u> |
| | <u>Fifty nine dollars and sixty cents</u> (Write Unit Price) | | |
| ITEM NO. 27 | CONCRETE SIDEWALK, 4" THICK | 1,100 S.Y. @ \$ <u>76.90</u> per Square Yard | \$ <u>84,590.00</u> |
| | <u>Seventy-six dollars and ninety cents</u> (Write Unit Price) | | |
| ITEM NO. 28 | CONCRETE SIDEWALK, REINFORCED, 6" THICK | 150 S.Y. @ \$ <u>76.90</u> per Square Yard | \$ <u>11,535.00</u> |
| | <u>Seventy six dollars and ninety cents</u> (Write Unit Price) | | |
| ITEM NO. 29 | CONCRETE DRIVEWAY, REINFORCED, 8" THICK | 150 S.Y. @ \$ <u>103.00</u> per Square Yard | \$ <u>15,450.00</u> |
| | <u>One hundred three dollars and</u> (Write Unit Price) <u>zero cents</u> | | |
| ITEM NO. 30 | DETECTABLE WARNING SURFACE | 50 S.Y. @ \$ <u>325.00</u> per Square Yard | \$ <u>16,250.00</u> |
| | <u>Three hundred twenty-five dollars</u> (Write Unit Price) <u>and zero cents</u> | | |

SCHEDULE OF PRICES

| | | |
|--------------------|--|---------------------|
| ITEM NO. 31 | BRICK PAVERS (IF & WHERE DIRECTED) | |
| | 50 S.Y. @ \$ <u>115.00</u> per Square Yard | \$ <u>5,750.00</u> |
| | <u>One hundred fifteen dollars and zero</u> (Write Unit Price) <u>cents</u> | |
| ITEM NO. 32 | SAWCUTTING; 10" OR LESS | |
| | 4,000 L.F. @ \$ <u>7.60</u> per L.F. | \$ <u>30,400.00</u> |
| | <u>Seven dollars and sixty cents</u> (Write Unit Price) | |
| ITEM NO. 33 | DENSE GRADED AGGREGATE, 4" THICK (IF & WHERE REQUIRED) | |
| | 500 S.Y. @ \$ <u>1.00</u> per Square Yard | \$ <u>500.00</u> |
| | <u>One dollar and zero cents</u> (Write Unit Price) | |
| ITEM NO. 34 | ASPHALT PRICE ADJUSTMENT | |
| | 1 L.S. @ \$ <u>1,600.00</u> per Lump Sum | \$ <u>1,600.00</u> |
| | <u>ONE THOUSAND SIX HUNDRED DOLLARS</u> (Write Unit Price) | |
| ITEM NO. 35 | FUEL PRICE ADJUSTMENT | |
| | 1 L.S. @ \$ <u>1,000.00</u> per Lump Sum | \$ <u>1,000.00</u> |
| | <u>ONE THOUSAND DOLLARS</u> (Write Unit Price) | |

SCHEDULE OF PRICES

| | | |
|-------------|-------------------------------------|--|
| ITEM NO. 36 | HMA MILLING, 3" OR LESS | 28,000 S.Y. @ \$ <u>6.50</u> per Square Yard \$ <u>182,000.00</u> <u>Six dollars and fifty cents</u> (Write Unit Price) |
| ITEM NO. 37 | HMA PATCH | 400 TONS @ \$ <u>5.26</u> per TON \$ <u>2,104.00</u> <u>Five dollars and twenty six cents</u> (Write Unit Price) |
| ITEM NO. 38 | HMA 19M64 BASE COURSE, 4" THICK | 350 TONS @ \$ <u>52.60</u> per TON \$ <u>18,410.00</u> <u>Fifty-two dollars and sixty cents</u> (Write Unit Price) |
| ITEM NO. 39 | HMA 9.5M64 SURFACE COURSE, 2" THICK | 4,000 TONS @ \$ <u>87.25</u> per TON \$ <u>349,000.00</u> <u>Eighty-seven dollars and twenty</u> (Write Unit Price) <u>five cents</u> |
| ITEM NO. 40 | GEOTEXTILE | 500 S.Y. @ \$ <u>0.60</u> per Square Yard \$ <u>300.00</u> <u>Zero dollars and sixty cents</u> (Write Unit Price) |

SCHEDULE OF PRICES

ITEM NO. 41

EXCAVATION, UNCLASSIFIED

500 S.Y. @ \$ 24.00 per Square Yard

\$ 12,000.00

Twenty-four dollars and zero cents
(Write Unit Price)

ITEM NO. 42

EXCAVATION TEST PITS

30 C.Y. @ \$ 1.00 per Cubic Yard

\$ 30.00

One dollar and zero cents
(Write Unit Price)

ITEM NO. 43

**TRAFFIC STRIPES, LONG LIFE
THERMOPLASTIC, 4" THICK**

30,000 L.F. @ \$ 1.60 per Linear Foot

\$ 48,000.00

One dollar and sixty cents
(Write Unit Price)

ITEM NO. 44

**TRAFFIC MARKINGS SYMBOLS, LONG
LIFE THERMOPLASTIC**

1,500 S.F. @ \$ 6.15 per Square Foot

\$ 9,225.00

Six dollars and fifteen cents
(Write Unit Price)

ITEM NO. 45

NO PARKING DRIVEWAY

150 Units @ \$ 55.80 per Unit

\$ 8,370.00

Fifty-five dollars and eighty cents
(Write Unit Price)

Proposal

Page P-13

SCHEDULE OF PRICES

ITEM NO. 46

STRIPED RUMBLE STRIP

300 L.F. @ \$ 2.80 per Linear Foot \$ 840.00

Two dollars and eighty cents
(Write Unit Price)

ITEM NO. 47

REGULATORY TRAFFIC SIGN WITH STEEL POST

300 S.F. @ \$ 40.20 per Square Foot \$ 12,060.00

Forty dollars and twenty cents
(Write Unit Price)

ITEM NO. 48

**RELOCATE EXISTING TRAFFIC SIGN
ON NEW STEEL POST**

20 Units @ \$ 270.00 per Unit \$ 5,400.00

Two hundred seventy dollars and zero
(Write Unit Price) cents

ITEM NO. 49

RELOCATE OR REMOVE EXISTING TRAFFIC SIGN

20 Units @ \$ 270.00 per Unit \$ 5,400.00

Two hundred seventy dollars and
(Write Unit Price) zero cents

ITEM NO. 50

RESET SEWER MANHOLE, 24" USING NEW CASTING

40 Units @ \$ 997.00 per Unit \$ 39,880.00

Nine hundred ninety seven dollars
(Write Unit Price) and zero cents

Proposal

Page P-14

SCHEDULE OF PRICES

ITEM NO. 51

RESET SEWER MANHOLE, 30" USING NEW CASTING

4 Units @ \$ 1,165.00 per Unit

\$ 4,660.00

One thousand, one hundred sixty-five
(Write Unit Price) dollars and zero cents

ITEM NO. 52

RESET WATER VALVE BOX WITH RISER

40 Units @ \$ 28.00 per Unit

\$ 1,120.00

Twenty-eight dollars and zero cents
(Write Unit Price)

ITEM NO. 53

**RESET WATER VALVE BOX
(RAISE/LOWER ENTIRE BOX)**

4 Units @ \$ 17.70 per Unit

\$ 70.80

Seventeen dollars and seventy
(Write Unit Price) cents

ITEM NO. 54

NEW WATER VALVE BOX ENTIRE ASSEMBLY

8 Units @ \$ 1,770.00 per Unit

\$ 14,160.00

One thousand, seven hundred seventy
(Write Unit Price) dollars and zero cents

ITEM NO. 55

NEW WATER VALVE BOX UPPER ASSEMBLY

8 Units @ \$ 9.78 per Unit

\$ 78.24

Nine dollars and seventy eight cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 56

IMAGING DETECTION SYSTEM

4 Units @ \$ 13,700.00 per Unit

\$ 54,800.00

Thirteen thousand, seven hundred
(Write Unit Price) dollars and zero cents

ITEM NO. 57

PEDESTRIAN SIGNAL HEAD

16 Units @ \$ 1,150.00 per Unit

\$ 18,400.00

One thousand, one hundred fifty
(Write Unit Price) dollars and zero cents

ITEM NO. 58

PEDESTRIAN SIGNAL POLE & FOUNDATION

2 Unit @ \$ 4,440.00 per Unit

\$ 8,880.00

Four thousand, four hundred forty
(Write Unit Price) dollars and zero cents

ITEM NO. 59

PUSH BUTTON

14 Units @ \$ 525.00 per Unit

\$ 7,350.00

Five hundred twenty-five dollars
(Write Unit Price) and zero cents

ITEM NO. 60

RESET JUNCTION BOX

28 Units @ \$ 7.50 per Unit

\$ 210.00

Seven dollars and fifty cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 61 RELOCATE JUNCTION BOX WITH NEW BOX

20 Units @ \$ 123.00 per Unit \$ 2,460.00

One hundred twenty three dollars
(Write Unit Price) and zero cents

ITEM NO. 62 3" RIGID METALLIC CONDUIT, TYPE EARTH

400 LF @ \$ 115.00 per Linear Foot \$ 46,000.00

One hundred fifteen dollars and
(Write Unit Price) zero cents

ITEM NO. 63 CELLULAR PHONE SERVICE

1 L.S. @ \$ 2,000.00 per Lump Sum \$ 2,000.00

TWO THOUSAND DOLLARS
(Write Unit Price)

TOTAL BASE BID PRICE (ITEMS 1 - 63)

\$ 1,364,815.04
(In Figures)

One million, three hundred sixty-four thousand,
(Price In Words - Dollars and Cents)
eight hundred fifteen dollars and four cents.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Nicola P. Gerchi, P.E. Vice President

Representative's Signature: [Signature]

Name of Company: Smith-Song Tel. No.: 973-777-7833 Date: September 26, 2017
Asphalt Const. Co., Inc.

AA-10

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael P. Genchi, P.E. Vice President
 Representative's Signature: [Signature]
 Name of Company: Smith-Snyder Asphalt Constr. Co., Inc.
 Tel. No.: 973-777-1833 Date: September 26, 2017

City of Jersey City

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Smith-Sandy Asphalt Construction Co., Inc.
 Address : 150 Anderson Ave, Wallington, NJ 07057
 Telephone No. : 973-777-7833
 Contact Name: Nicola P. Gerchi, P.E. Vice President

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Smith-Sondy Asphalt Construction Co., Inc.
 Address : 150 Anderson Avenue, Wallington, NJ
 Telephone No. : 973-777-7833
 Contact Name: Nicola P. Genchi, P.E.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa
 Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
 Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
 American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

AA-18

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
 CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR
 PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: 2015 Municipal Aid - Resurfacing ^{Various} # 15-008-E
 Contractor: Smith-Sandy Asphalt Construction Co., Inc. Bid Amt. \$ 1,364,815.04

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

| Trade | Approx. \$ Value | Minority or Woman Owned Business Check appropriate column | | |
|------------------------------|------------------|--|-------|---------|
| | | Minority | Woman | Neither |
| Milling | \$80,000.00 | | | X |
| Concrete/Hauling of Material | \$409,000.00 | X | X | |
| Striping | \$30,000.00 | | | X |
| Signage | \$20,000.00 | X | | |
| Electrical | \$90,000.00 | | | X |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

U.S. GOVERNMENT PRINTING OFFICE: 1987

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

**City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action**

Project: 2015 Municipal bid - Resurfacing Various Streets # 15-008-E

Contractor: Smith-Smiley Asphalt Construction Co., Inc. Bid Amt. \$ 1,364,815.04

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

| Trade | Approx. \$ Value | Minority or Woman Owned Business Check appropriate column | | |
|------------------------------|------------------|--|-------|---------|
| | | Minority | Woman | Neither |
| Milling | \$80,000.00 | | | X |
| Concrete/Hauling of Material | \$409,000.00 | X | X | |
| Striping | 30,000.00 | | | X |
| Signage | 20,000.00 | X | | |
| Electrical | 90,000.00 | | | X |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

AA-20

MWBE Page 3 Project 2015 Municipal Aid Various Resurfacing

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

| Trade | Contractor Name & Address | Approx \$ Value | Minority or Woman Owned Business Check appropriate column | | |
|------------------|---|-----------------|--|-------|---------|
| | | | Minority | Woman | Neither |
| Milling | Riverview Paving 13 Eagle Rock Ave E. Hanover, NJ | 80,000.00 | | | X |
| Concrete/Hauling | Pacific Construction 551 Route 23 Whitehouse Sta, NJ | 409,000.00 | X | X | |
| Striping | Straight Edge Striping 18 Riv. Cezanne, Franklin, NJ | 30,000.00 | | | X |
| Signage | American Traffic 200 S. Jefferson Ave, Orange, NJ | 20,000.00 | X | | |
| Electrical | Tiffany Electric 26 Mill St, Fairfield, NJ | 90,000.00 | | | X |
| | | | | | |

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Smith-Sondy utilizes our long standing relations with our minority subcontractors for all projects

Name of Contractor Smith-Sondy Asphalt Construction Co., Inc.

By: Signature [Signature]

Type or print name/title: Nicola P. Genchi, P.E. Vice President

Telephone No: 973-777-7833 Date September 26, 2017

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

MWBB Page 3 Project 2015 Municipal Aid Various Resurfacing

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

| Trade | Contractor Name & Address | Approx \$ Value | Minority or Woman Owned Business Check appropriate column | | |
|------------------|--|-----------------|--|-------|---------|
| | | | Minority | Woman | Neither |
| Milling | Riverview Paving 13 Eagle Rock Ave E. Hanover, NJ | 80,000.00 | | | X |
| Concrete/Hauling | Pacific Construction 521 Route 22, Whitehouse Sts, NJ | 409,000.00 | X | X | |
| Striping | Straight Edge Striping 18 Rte 62, Franklin, NJ | 30,000.00 | | | X |
| Signage | American Traffic 200 S. Jefferson Ave, Orange, NJ | 20,000.00 | X | | |
| Electrical | Tiffany Electric 26 Mill St, Fairfield, NJ | 90,000.00 | | | X |
| | | | | | |

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Smith-Sondy utilizes our long standing relations with our minority subcontractors for all projects

Name of Contractor Smith-Sondy Asphalt Construction Co., Inc.

By: Signature [Signature]

Type or print name/title: Nicola P. Genchi, P.E. Vice President

Telephone No: 973-777-7833 Date September 26, 2017

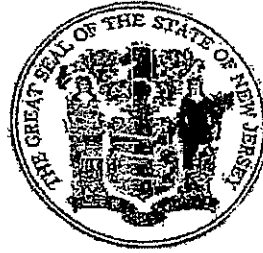
For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

Certificate Number
613971

Registration Date: 04/03/2017
Expiration Date: 04/02/2019



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Smith-Sondy Asphalt Construction Co., Inc.
2017

Responsible Representative(s):

Joseph Smith, President
Susan Ruschke, Secretary

Responsible Representative(s):

Nicola Genchi, Vice-President

A handwritten signature in black ink, appearing to read "AR. Fichtner".

Aaron R. Fichtner, Ph.D. Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

03/16/10

Taxpayer Identification# :

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

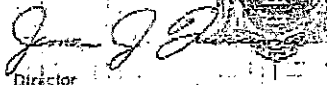
If you have any questions or require more information, feel free to call our Registration Hotline at (609)242-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fuscone
Director
New Jersey Division of Revenue

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | |
|--|------------------------------------|
| TAXPAYER NAME: SMITH-SONDY ASPHALT CONSTRUCTION CO. | TRADE NAME: |
| ADDRESS: 150 ANDERSON AVE. WALLINGTON NJ 07057-1112 | SEQUENCE NUMBER: 0103922 |
| EFFECTIVE DATE: 04/20/48 | ISSUANCE DATE: 03/16/10 |
|  Director New Jersey Division of Revenue | |

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 232
TRENTON NJ 08646-0232



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0103922 FOR SMITH-SONDY ASPHALT CONSTRUCTION CO. IS
VALID.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-814
Agenda No. 10.Z.1
Approved: OCT 11 2017
TITLE:



RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS VENDORS FOR THE DELIVERY OF SUBSTANCE ABUSE PREVENTION AND EDUCATION PROGRAMS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE MUNICIPAL DRUG ALLIANCE PROGRAM

COUNCIL **AS A WHOLE, OFFERED AND MOVED**
ADOPTION of the following Resolution:

WHEREAS, the City of Jersey ("City") applied to the County of Hudson ("County") for a grant to fund contracts with various vendors who provide substance abuse prevention and education programs; and

WHEREAS, a condition of the grant award is that the City enter into contracts with the vendors identified in the City's grant application, substantially in the form attached hereto as Exhibit A; and

WHEREAS, the County has awarded the City of Jersey City FY 2018 Municipal Drug Alliance grant funding in the amount of \$213,903 for the period of July 1, 2017 thru June 30, 2018 to provide substance abuse prevention and education programs; and

WHEREAS, the following vendors were identified in the City's grant application and will receive the funding indicated for a twelve-month period effective July 1, 2017 through June 30, 2018:

| Sub-Grantee | Purchase Order No. |
|--|--------------------|
| Alliance Coordination- \$0 | |
| Educational Arts Team - \$40,000.00 | 126632 |
| Hope House - \$15,000.00 | 126552 |
| Hudson Pride - \$46,000.00 | 126553 |
| New Jersey University (PEP) - \$35,000.00 | 126554 |
| NCADD Community Prevention Education - \$27,903.00 | 126557 |
| Haven Resite Adolescent Center - \$16,000.00 | 126555 |
| Covenant House - \$16,000.00 | 126556 |
| Lindsey Meyer Teen Institute - \$18,000.00 | 126633 |

WHEREAS, the City of Jersey City will provide the mandatory 25% monetary contribution in the amount of \$53,476, available in the Matching Funds for Grants Account and a mandatory 75% in-kind support will be provided by the Municipal Alliance Sub-Grantees in the amount of \$213,903; and

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-814

Agenda No. 10.Z.1

pg 2

Approved: OCT 11 2017

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH VARIOUS VENDORS FOR THE DELIVERY OF SUBSTANCE ABUSE PREVENTION AND EDUCATION PROGRAMS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE MUNICIPAL DRUG ALLIANCE PROGRAM

WHEREAS, this Grant Agreement may be renewed and/or extended on a yearly basis, contingent on funding from the Hudson County Department of Health and Human Services and matching funds available from the City; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that,

1. The Mayor and/or Business Administrator is authorized to execute agreements, in the form attached hereto, with the consultants identified above to provide services as described in the City's grant application as filed with the Hudson County Department of Health and Human Services, in substantially the form of the attached agreement; and

2. The contract terms shall be one year effective as of July 1, 2017 and ending on June 30, 2018 and the contract amounts shall be as set forth above.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$53,476 are available in Municipal Drug Alliance Program Fund Account 02-213-40-760 for matching funds for this resolution and funds in the amount of \$213,903, which will ultimately be reimbursed through the County grant, are available to pay the Municipal Alliance Sub-Grantees.

BD
08.31.17

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

80

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | | ABSENT | |
| GADSDEN | ✓ | | | OSBORNE | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ✓ | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Bolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CONTRACT WITH VARIOUS VENDORS FOR THE DELIVERY OF SUBSTANCE ABUSE PREVENTION AND EDUCATION PROGRAMS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE MUNICIPAL DRUG ALLIANCE PROGRAM

Project Manager

| | | |
|---------------------|-----------------------------------|--------------------|
| Department/Division | Office of Health & Human Services | |
| Name/Title | Stacey Flanagan | Director |
| Phone/email | 201-547-6560 | SFlanagan@icnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City of Jersey City applied to the County of Hudson for a grant to fund contracts with various vendors who provide substance abuse prevention and education programs. The County of Hudson has awarded the City of Jersey City FY 2018 Municipal Drug Alliance grant funding in the amount of \$213,903 with a required cash match in the amount of \$53,476 for the period of July 1, 2017 thru June 30, 2018 to provide substance abuse prevention and education programs. A condition of the grant award is that the City of Jersey City enters into contracts with the vendors identified in the City of Jersey City's grant application. A/C# 02-213-40-760-312 has been established for the grant funds in the amount of \$267,379.

Cost (Identify all sources and amounts)

Not to exceed \$267,379.00

Contract term (include all proposed renewals)

Expires June 30, 2018

Type of award Professional Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/5/17
Date


DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.
1. The National Council on Alcoholism and Drug Dependency of Hudson County promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.
2. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
3. The National Council on Alcoholism and Drug Dependency of Hudson County submitted a proposal to provide Techniques for Alcohol Management Systems (NCADD) trainings for the benefit of alcohol licensees of the City of Jersey City for the sum of \$27,903.00.
4. The DHHS recommendation is to award the contract to the National Council on Alcoholism and Drug Dependency of Hudson County.
5. The term of the contract is July 1, 2017 through June 30, 2018.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date:

10/5/17


Stacey Flanagan, Director
Department of Health and Human Services

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.
2. The Educational Arts Team, Inc. promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. Educational Arts Team, Inc submitted a proposal to provide substance abuse prevention and education programming that will included but not be limited to: workshops, seminars, trainings and drug-free alternative activities projected to decrease the probability of problem drinking while increasing public recognition for positive behavior (Annual Essay Contest with winners receiving a free week of Summer Camp) for the sum of \$40,000.00.
5. The DHHS recommendation is to award the contract to the Educational Arts Team, Inc.
6. The term of the contract is July 1, 2017 through June 30, 2018.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date:

10/5/17


Stacey Flanagan, Director
Department of Health and Human Services

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.
2. The New Jersey City University - Peers Educating Peers (PEP) Program promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. The New Jersey City University - Peers Educating Peers (PEP) Program submitted a proposal to provide substance abuse prevention and education programming that will included but not be limited to: drug-free alternative activities, workshops, professional didactic lectures and an information dissemination campaigns to address the issue of problem drinking for the benefit of the NJCU student population and the Jersey City community as a whole for the sum of \$35,000.00.
5. The DHHS recommendation is to award the contract to the New Jersey City University Peers Educating Peers (PEP) Program.
6. The term of the contract is July 1, 2017 through June 30, 2018.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date:

10/5/17


Stacey Flanagan, Director
Department of Health and Human Services

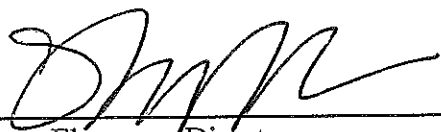
DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.
2. The Hudson Pride Connections Center promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. The Hudson Pride Connections Center submitted a proposal to provide substance abuse prevention and education programming that will included but not be limited to: drug-free alternative activities, workshops, seminars, professional trainings, healthcare assessments and referrals (as needed) and an information dissemination campaigns to address the issue of problem drinking for the benefit of the residents of the City of Jersey City for the sum of \$46,000.
5. The term of the contract is July 1, 2017 through June 30, 2018
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date:

10/5/17



Stacey Flanagan, Director
Department of Health and Human Services

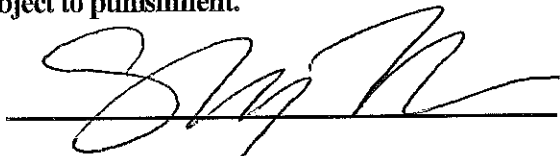
DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.
1. The National Council on Alcoholism and Drug Dependency of Hudson County promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.
2. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
3. The National Council on Alcoholism and Drug Dependency of Hudson County submitted a proposal to provide (2) Techniques for Alcohol Management Systems (Lindsey Meyer Teen Institute) trainings for the benefit of alcohol licensees of the City of Jersey City for the sum of \$18,000.00.
4. The DHHS recommendation is to award the contract to the National Council on Alcoholism and Drug Dependency of Hudson County.
5. The term of the contract is July 1, 2017 through June 30, 2018.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date:

10/5/17


Stacey Flanagan, Director
Department of Health and Human Services

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-815

Agenda No. 10-Z-2

Approved: OCT 11 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, SECOND STREET FROM MARIN BOULEVARD TO MANILA AVENUE BEGINNING 8:00 A.M. AND ENDING 2:00 P.M. SATURDAY, OCTOBER 14, 2017 FOR THE PURPOSE OF A CELEBRATION OF ELIU RIVERA'S LIFE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Julio Garcia on behalf of PACO to close Second Street from Marin Boulevard to Manila Avenue beginning 8:00 a.m. and ending 2:00 p.m. on Saturday, October 14, 2017 for the purpose of a Celebration of Eliu Rivera's Life; and

WHEREAS, in accordance with the provisions of Sections 296-71 and 296-7 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

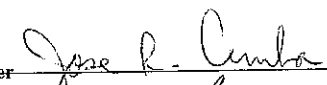
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-72 and 122-2 be waived; and

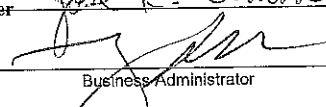
WHEREAS, the request to close Second Street does not meet one or more of the requirements set forth in Sections 296-72 (B)(2) and Section 122-2 (1) as the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-72 and 122-2 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Second Street from Marin Boulevard to Manila Avenue beginning 8:00 a.m. and ending 2:00 p.m., Saturday, October 14, 2017.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
AV:pci
(10.06.17) Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

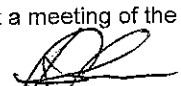
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | / | | | YUN | / | | | RIVERA | ABSENT | | |
| GADSDEN | / | | | OSBORNE | / | | | WATTERMANN | / | | |
| BOGGIANO | / | | | ROBINSON | / | | | LAVARRO, PRES | / | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, SECOND STREET FROM MARIN BOULEVARD TO MANILA AVENUE BEGINNING 8:00 A.M. AND ENDING 2:00 P.M. SATURDAY, OCTOBER 14, 2017 FOR THE PURPOSE OF A CELEBRATION OF ELIU RIVERA'S LIFE

Initiator

| | | |
|---------------------|---|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E. at the request of Julo Garcia on behalf of PACO, 390 Manila Avenue, JCNJ 732.803.5597 | Director of Traffic & Transportation |
| Phone/email | 201.547.4419 | AVischio@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, SECOND STREET FROM MARIN BOULEVARD TO MANILA AVENUE BEGINNING 8:00 A.M. AND ENDING 2:00 P.M. SATURDAY, OCTOBER 14, 2017

FOR THE PURPOSE OF A CELEBRATION OF ELIU RIVERA'S LIFE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

10/6/17

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Second St, Marin Blvd to Manila Ave

PURPOSE OF EVENT: Celebration of Eliu Rivera's Life

BEGINS/ENDS: 8AM/2PM
Saturday, October 14, 2017

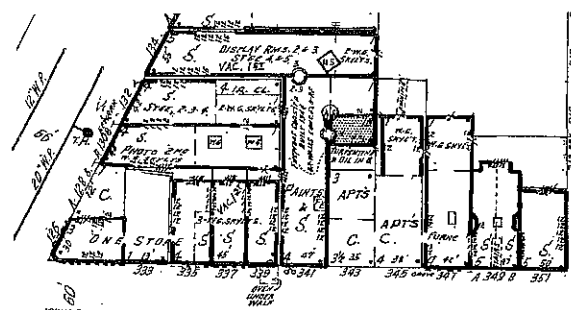
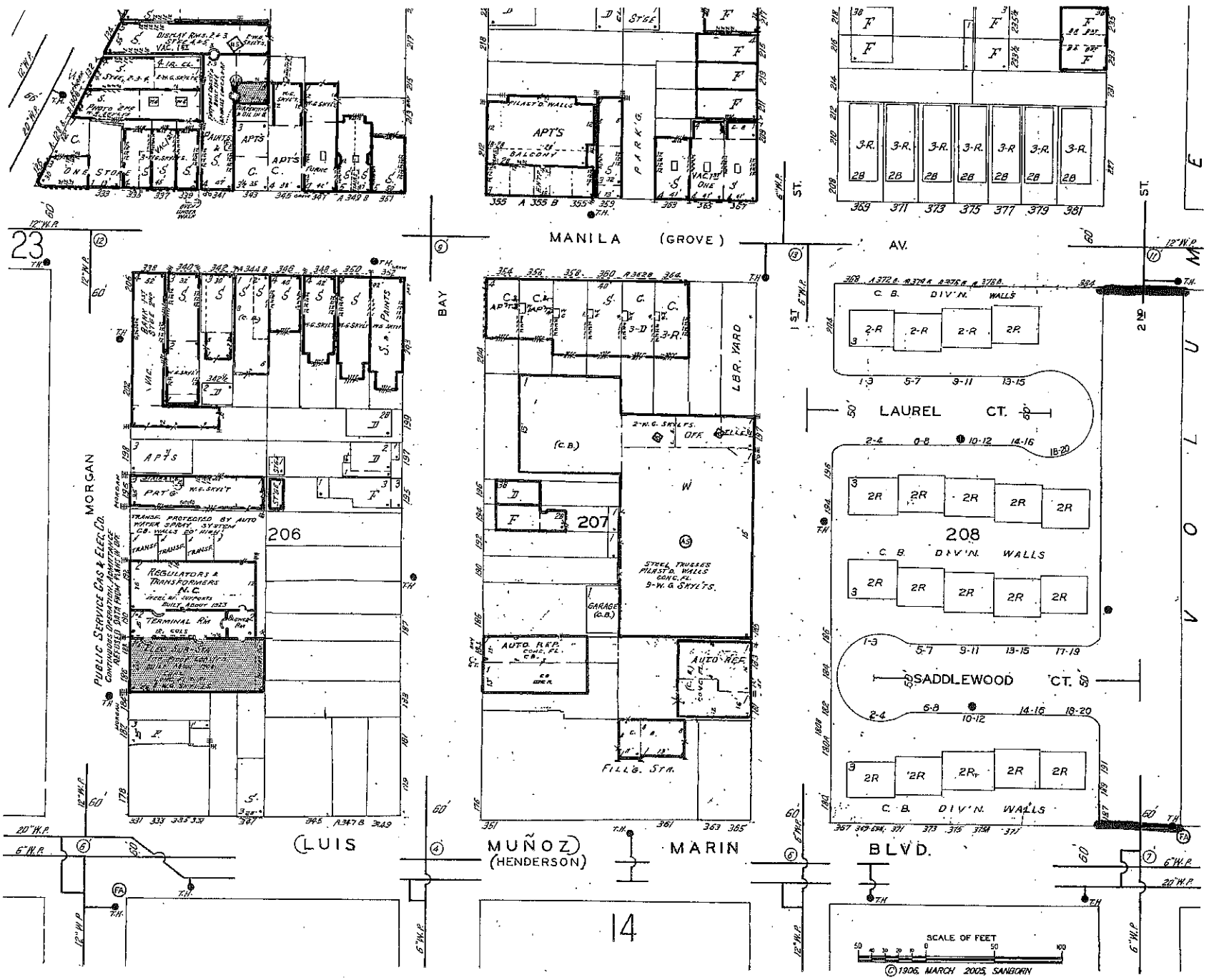
APPLICANT: Julio Garcia

ORGANIZATION: PACO

ADDRESS: 390 Manila Ave, Jersey City NJ

PHONE #: 732.803.5597

BEING WAIVED: Start time





STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: October 6, 2017

TO: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
City Clerk Robert Byrne
Director James Shea, Department of Public Safety
Councilwoman Candice Osborne, Ward E

FROM: Patricia Logan, Engineering Aide
Division of Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

2017 OCT - 6 A 11:45
CITY OF JERSEY CITY
OFFICE OF THE BUSINESS ADMINISTRATOR

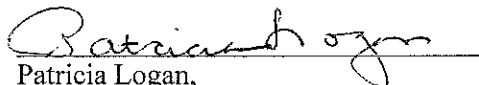
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street(s):

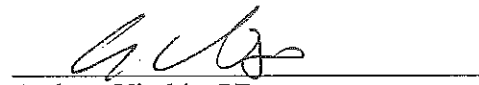
- Second Street from Marin Boulevard to Manila Avenue beginning 8:00 a.m. and ending 2:00 p.m., Saturday, October 14, 2017

The street closing was requested by Julio Garcia on behalf of PACO for the Celebration of Eliu Rivera's life.

Councilwoman Osborne has been notified of the street closing. (Email attached) It is anticipated the Resolution will be on the Agenda for the October 11, 2017 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@jcnj.org or at extension 4469.


Patricia Logan,
Supervising Traffic Investigator


Andrew Vischio, PE
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer
Mark Albiez, Chief of Staff
Captain Nicholas Scerbo, Commander, East District
Office of the Chief of Police
Steven McGill, Interim Fire Chief
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division, Dept. of Public Safety
Council President Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Gadsden Councilman Boggiano
Councilman Yun Councilman Robinson